

In The Matter Of:

*Bennett v.
Sterling Planet*

*Kelly Bennett
September 30, 2010*

*Martin Deposition Services, Inc.
Malta Commons Business Park
100 Saratoga Village Boulevard
Building 37, Suite 37C
Malta, New York 12020*

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Min-U-Script® with Word Index

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

KELLY BENNETT,
Plaintiff/Counterclaim
Defendant

-against- 09-1176
(GLS/DRH)

STERLING PLANT, INC.,
Defendant/Counterclaim
Plaintiff

The following EXAMINATION BEFORE TRIAL of
KELLY BENNETT, in the above-entitled matter
was held pursuant to Notice at the law office
of COUCH WHITE, 540 BROADWAY, ALBANY, NEW YORK
12201 on SEPTEMBER 30, 2010, commencing at
9:00 a.m., before JOAN A. DE CARO, Court
Reporter and Notary Public.

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1 A-P-P-E-A-R-A-N-C-E-S:

2
3 COUCH WHITE, LLP

4 Attorneys for Plaintiff/Counterclaim Defendant

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6 Albany, New York 12201

7
8 BY: MICHAEL T. WALLENDER ESQ.,

9 and NATHAN R. SABOURIN, ESQ.

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18
19 JOSEPH COSTYN, ESQ.

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S-T-I-P-U-L-A-T-I-O-N-S

IT IS HEREBY STIPULATED AND AGREED by and between the parties through their respective counsel that the herein testimony may be taken at the time and place designated pursuant to the Federal Rules of Civil Procedure.

IT IS FURTHER STIPULATED that the deponent has the right to review and correct the transcript under 30-E.

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1 MR. WALLENDER: We make a
2 request under 30-E for the right to
3 review and correct the transcript.

4 MR. COSTYN: This is a
5 deposition of Kelly Bennett taken
6 pursuant to notice for discovery
7 cross-examination, and all purposes
8 allowed that exist under the Federal
9 Rules of federal procedure.

10 We stipulate all objections will
11 be to the form of the question, and
12 she will answer, and we will reserve
13 any substantial objections for another
14 time. Is that acceptable with you,
15 Mr. Wallender?

16 MR. WALLENDER: We agree to
17 follow the Federal Rules for the
18 objections, and we make a request to
19 review the transcript under rule 30-E.

20 MR. COSTYN: Okay, sounds good.

21 KELLY BENNETT, the Plaintiff
22 herein, having been first duly sworn,
23 was examined and testified as follows:

24 EXAMINATION BY

25 MR. COSTYN:

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1 Q State your full name and address for
2 the record.

3 A Kelly Bennett, [REDACTED],
4 Latham, New York 12110.

5 Q Ms. Bennett, my name is Joseph Costyn.
6 I'm an attorney for Ford Harrison. I
7 represent Sterling Planet in the lawsuit you
8 brought against it.

9 Have you ever had your deposition taken
10 before?

11 A No.

12 Q Okay. The purpose of the deposition is
13 to obtain sworn testimony for the purpose to
14 use in a lawsuit against the company. I will
15 ask a couple of questions that relate to the
16 allegations identified in the complaint and
17 ask you in general about the lawsuit, about
18 your employment with Sterling Planet, and
19 anything that kind of has a relevance to the
20 case.

21 Something that people often do wrong at
22 depositions, they nod or shake their head to
23 give answers. The court reporter can't take
24 that down. So be sure to say yes or no when
25 it's that type of question; give verbal

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1 responses.

2 A That one won't be a problem for me.

3 Q Sometimes the court reporter will get
4 mad if you say um-hum. If you don't
5 understand the question, feel free to
6 interrupt me and ask me to repeat or rephrase
7 the question. That is fine. Sometimes I ask
8 compound questions. I'm not supposed to do
9 that. If there are two questions in one
10 sentence, feel free to stop me and ask me to
11 repeat one at a time. Your attorney will
12 probably do that for you if I do something
13 like that. If anything is unclear, make sure
14 that I know beforehand before you give an
15 answer so we can rephrase the question or
16 state it in a way that you understand it.

17 Is there anything that would prohibit
18 you from giving correct answers today?

19 A No.

20 Q Have you taken any medication or drugs
21 recently?

22 A No.

23 Q Is anything present today that could
24 affect your ability to remember past events?

25 A No.

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1 Q In preparation for this deposition, did
2 you review any documents?

3 A I reviewed the documentation that
4 Sterling Planet provided through the discovery
5 process.

6 Q The documents Sterling Planet has
7 produced, is that correct?

8 A Correct. Yes.

9 Q Anything else?

10 A Whatever I have, whatever we have
11 produced on our end, and whatever you produced
12 on your end.

13 Q Documents produced in discovery is what
14 you reviewed in preparation for today?

15 A Correct.

16 Q Have you reviewed any of the pleadings
17 for the case, like your complaint or any
18 discovery questions or responses that have
19 been given by either party --

20 A Yes.

21 Q -- in preparation for today's
22 deposition?

23 A Yes.

24 Q What about any notes; have you reviewed
25 notes in preparation for today's deposition?

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1 A Only notes between attorneys, between
2 myself and my attorney.

3 Q Okay. Any tape-recordings or any type
4 of statements that you reviewed?

5 A No.

6 Q Have you discussed this deposition with
7 anyone other than your attorney in preparation
8 for today's deposition?

9 A No.

10 Q You have already stated your name.
11 Have you ever been known by any other name?

12 A My other name is Kelly Beck, B-E-C-K.

13 Q What is your current address?

14 A [REDACTED], Latham, New York 12110.

15 Q How long have you resided there?

16 A At least five years.

17 Q It's been awhile?

18 A It had been awhile.

19 Q Do you rent or own?

20 A I rent.

21 Q What is your current telephone number?

22 A 518-782-1931. That's the home number.

23 Q You stated you haven't had your
24 deposition taken before, correct?

25 A Correct, yes.

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1 Q Have you ever been involved in a
2 lawsuit before as a plaintiff or as a
3 defendant?

4 A No.

5 Q This is the first time?

6 A Yes.

7 Q Let me ask you a couple of questions
8 about your educational background. When did
9 you go to high school?

10 A I graduated high school in 1987.

11 Q What about college?

12 A I almost graduated the first time in
13 1991 from Binghamton University. I officially
14 got a B.A. from SUNY Albany in ninety --
15 December '94 I graduated from SUNY Albany.

16 Q What did you study?

17 A I studied Geography was my major, with
18 Political Science as a minor. And then I got
19 a Master's in Regional Planning from SUNY
20 Albany, and course work at RPI and an MS in
21 Environmental Management Policy.

22 Q Outside of college and your educational
23 experience as you have explained to me, have
24 you had any other type of formal training or
25 vocational training, post-college education,

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1 anything like that?

2 A No, no professional or otherwise.

3 Q Do you hold any professional licenses?

4 A I do not.

5 Q Prior to coming to work for Sterling
6 Planet, what was your job immediately prior?

7 A Immediately prior I was Deputy
8 Executive Director for the Environmental
9 Business Association of New York State.

10 Q What did you do in that capacity?

11 A Everything unofficially. Officially, I
12 was responsible for regulatory policy, for
13 lobbying for policy development. I also did
14 programming for, oh, a hundred plus programs
15 that the organization. I was an interface
16 with our member companies. I was an external
17 interface with other strategic partners, with
18 other associations, and a number of other
19 things. But those were the primarily
20 responsibilities.

21 Q Did you have some expertise in the
22 regulatory field that would affect things like
23 clean energy sales and new energy credits?

24 A I had a very broad background in
25 environmental policy at that time, which would

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1 have included a focus in the energy field. We
2 focused on issues for our members ranging from
3 air to water and everything in between.

4 Q All over the place?

5 A Yes.

6 Q Can you give me a little bit of a
7 description about your environmental policy
8 background? You said you had a broad range of
9 experience.

10 A As I described from my education,
11 energy and environmental work has been a core
12 focus of mine from the beginning, from an
13 undergraduate focus even. So I spent my
14 entire career in the environmental and energy
15 field beginning with some work with the State
16 Legislature, working for the Environmental
17 Conservation Committee and working for the
18 speaker staff on environmental and
19 transportation issues primarily there. So
20 it's been what I have done my whole career.

21 Q Okay. Have you ever had a job that
22 involved any type of sales or any type -- do
23 you have any type of sales experience prior to
24 your employment with Sterling Planet?

25 A I did as early as my freshman year of

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1 college when I filled in for my mother who a
2 publisher at a newspaper and had a sales
3 responsibility. I did that for summers. I
4 always was selling. In every job I ever had,
5 I sold. I was external, I was the face of the
6 company, I was an expert in the company. The
7 nature of whatever responsibility I had
8 involved selling. Whether the title said
9 "sales" or "business development" or not,
10 there was always a component of my
11 responsibilities which involved selling.

12 I did that also at Clean Air
13 Technologist, which is a small start-up firm,
14 I did in between the government work and
15 working for the Environmental Business
16 Association. And, you know, I recruited
17 members at EBA, I, I did Member Services at
18 EBA. I sold whatever institution I was
19 working for, for sure.

20 Q So whether that be recruiting members
21 or trying to advance the, whatever objective
22 the business had, at the time you considered
23 that to be selling, because you were trying to
24 push a particular agenda for the company, is
25 that right?

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1 A That's, that's a fair assessment.
2 Sterling Planet was the first company that I
3 worked for that had a product to sell in a
4 traditional definition of selling a product
5 for sales. But, again, everything else was
6 relating to selling a concept, selling an
7 issue, advocating for an issue, selling the
8 benefits of membership in an organization,
9 along those sorts of lines.

10 Q Sterling Planet was the first company
11 that had a product that you were in marketing,
12 is that correct?

13 A It was, yes.

14 Q Talking about the product, we are
15 referring to Renewable Energy Credits, that
16 sort of thing?

17 A I also attempted to sell energy
18 efficiency certificates, also known as white
19 tags, and we sold a carbon offset product, as
20 well.

21 Q For the record, can you explain what
22 Renewable Energy Credits are?

23 A Sure. When you produce renewable
24 energy, you produce two components. You
25 produce an electron, and you produce an

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1 environmental attribute called a Renewable
2 Energy Certificate, or a green tag or a green
3 certificate. And it represents the
4 environmental attributes of producing
5 renewable energy and that's a depositive
6 externality.

7 Q You mentioned something about white
8 tags. Can you describe what a white tag is?

9 A A white tag is one megawatt hour of
10 energy, efficiency of energy not used. And
11 the concept was if you could calculate the
12 environmental benefit of a renewable energy,
13 an electron, you could calculate the benefit
14 of not using a brown energy electron, and so
15 the absence of using dirty energy was clean
16 energy.

17 Q The EBA in New York City, what role did
18 someone named Rubinstein play there?

19 A Ira Rubenstein was the executive
20 director of the association.

21 Q What did he do as executive director?

22 A Everything an executive director would
23 do.

24 Q Okay. Was he involved in sales?

25 A He was certainly involved in member

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1 recruitment in the way that I was, in that you
2 were external and in the public eye and were
3 identifying potential members to join the
4 organization and making recommendations to Ed
5 Parker, who was our membership services. We
6 had somebody focused exclusively on membership
7 services, and on selling sponsorships for
8 programs and things like that. So, yes, Ira
9 would have been involved in shaking hands with
10 people in the market, yes.

11 Q I think we have had enough background
12 here. One more question about EBA. Did you
13 support Ed Parker?

14 A In so much as there were five people,
15 sometimes less, in the office, and Ed had
16 responsibility, again, for raising sponsorship
17 dollars for closing members, oftentimes, we
18 were, we provided leads to Ed. I supported
19 Ed, I supported the front desk, I supported
20 our program person, I supported our energy
21 smart communities person; I supported
22 everybody in the office.

23 Q I think we have definitely had enough
24 background here. I want to move on to talk
25 about your employment with Sterling Planet.

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1 From the beginning can you describe to
2 me how you first became aware of Sterling
3 Planet and the opportunity to seek employment
4 there?

5 MR. WALLENDER: Object to the
6 form.

7 A Mel Jones --

8 MR. COSTYN: You can answer the
9 question.

10 A Mel Jones was a board members of EBA,
11 and I met him through his function there. As
12 a part of his membership, he provided us some
13 background information on the company. He
14 came to the office with a woman who would
15 eventually become my colleague, Elizabeth
16 Kasprowicz, to talk to our members about a
17 green power option. He came to Albany on
18 occasion for regulatory or other proceedings.
19 There was a renewable portfolio standard
20 proceeding at that time in Albany, and he came
21 here. And I went up the hill and sat with him
22 for awhile and that. So I knew him as
23 primarily as a board member. I was very
24 interested in the company and what the company
25 was doing. I loved the concept, never heard

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1 of the concept before. I had been at EBA for
2 awhile and was ready for a change. It was
3 really -- I was really interested in putting
4 my education to practice, which was that
5 corporations were a critical component and I
6 was very interested in getting into the
7 for-profit corporate world.

8 Q Did you have any conversations with Mel
9 during his business in Albany as part of the
10 EBA events about potential employment; how did
11 you bring that concept up?

12 A I recall I -- that Ed Parker had given
13 me a background on a Green Schools Program
14 that Sterling Planet was thinking of
15 developing, and I loved it. And I called Mel
16 and I said, "I love this. I love this
17 company, how do I get involved? Is there an
18 opportunity for me to get involved." I called
19 him directly on his cell phone -- I called him
20 on his cell phone from my cell phone. And he
21 said, "You would be a great asset, we should
22 talk about it." And I said -- but at that
23 time, it was probably early on and it wasn't
24 an immediate opportunity. It was, do you want
25 to get involved if we can figure out a way for

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1 you getting involved. I said, No, I'm
2 interested in employment." Then he said, We
3 need to wait to have a discussion on
4 employment."

5 Q Do you remember approximately what date
6 that was when you had the first conversation?

7 A I don't recall the exact date, but it
8 would have been in 2005, maybe as early as the
9 summer 2005.

10 Q It was several months before you
11 actually started going with the employment
12 process with Sterling Planet?

13 A Correct. Yes.

14 Q After you had that call with Mel, what
15 happened next as far as your interactions with
16 Sterling Planet about employment?

17 A It was, to the best of my recollection,
18 infrequent, other than professional, you know,
19 Mel would come. We perhaps would see each
20 other that way. By the fall of 2005, I was
21 ready to really move. I needed to leave EBA.
22 I hadn't been getting paid. And so it was
23 important for me to take care of myself
24 financially, and my family financially and
25 that was a big motivation. I needed some --

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1 obviously, I needed some consistency there.

2 So I said, "I'm really interested in joining
3 the company, and he said, "Let's see if we can
4 get that done."

5 Q You said you were working for EBA, but
6 you weren't receiving compensation?

7 A It was sporadic. We were dependent on
8 State funding, and as we know, that can be
9 challenging at best.

10 Q I'm aware of that, yes. So you talked
11 to Mel in the fall about moving forward and
12 wanting to work for Sterling Planet, correct,
13 in 2005?

14 A Yes, correct.

15 Q Chronologically, what happened next in
16 the employment process?

17 A Mel sent along an offer letter.

18 Q When did you receive the offer letter?

19 A It was in December 2005.

20 Q Okay. And do you remember
21 approximately when you accepted the employment
22 offer?

23 A It was before the end of the year in
24 2005. I don't recollect what the date of that
25 executed offer letter was and employment

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1 contract was, but it, it was before the end of
2 the year, although I didn't start with the
3 company until March of the next year.

4 Q When you first started for Sterling
5 Planet, what was your job title?

6 A Director, Business Development, Empire
7 Region.

8 Q Director of Business Development in the
9 Empire Region?

10 A Yes.

11 Q Empire referring to New York?

12 A New York and New Jersey.

13 Q Is that the same job title you had
14 throughout your employment with Sterling
15 Planet?

16 A No.

17 Q What was the next job title?

18 A Director of Northeast Region. That
19 came quickly.

20 Q How quickly?

21 A Within a couple of months.

22 Q Did you maintain the title of Director
23 of the Northeast Region throughout your
24 employment, or did it change again?

25 A It changed again to Vice President.

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1 Q To Vice President? Was there any other
2 title other than Vice President or just --

3 A Not initially. In the interim as
4 Director of the Northeast Region, I also
5 assumed, when appropriate, National Policy
6 Director responsibilities, as well -- although
7 it did not ever appear on a business card.

8 Q You started out as Director of Business
9 Development for the Empire Region?

10 A Correct.

11 Q And that changed next to the Northeast?

12 A Correct.

13 Q After that was Vice President?

14 A Correct.

15 Q What was the official job title after
16 VP?

17 A Then I become VP of Carbon and
18 Efficiency Markets.

19 Q What are Carbon and Efficiency Markets?

20 A There are -- they were emerging
21 environmental attribute markets. It was a
22 reflection of my role in those markets for the
23 company.

24 Q Did you have any other official job
25 title after Vice President of Carbon and

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1 Efficiency Markets?

2 A No.

3 Q As Director of Business Development for
4 the Empire Region, what type of job duties did
5 you have?

6 A Sales; I was business development.

7 Q How long were you in that role?

8 A For the Empire Region role, just two or
9 three months, maybe? I think it was by May of
10 2006, the title had changed to the Northeast
11 Region.

12 Q As Director of Business Development for
13 the Northeast Region, did your job duties
14 change at all, or was it just an expanded
15 territory?

16 A It was an expanded territory. It was a
17 broader view. It wasn't exclusive to business
18 development. It also included some regulatory
19 work, as well. So keeping track of what was
20 going on in state houses and the region,
21 interacting with external stakeholders, such
22 as ACORE, or the Environmental Business
23 Association. It was a reflection of a broader
24 scope in a region that was important
25 strategically to the market.

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1 Q While you were in the business
2 development roles for Empire and for
3 Northeast, what type of products of Sterling
4 Planet were you selling?

5 A Primarily Renewable Energy
6 Certificates, REC's. Although as early as
7 2007, a little before that, maybe towards the
8 end of 2006, I was in discussions with
9 customers around White Tags. There was not a
10 carbon focus in the company and a product line
11 at that point.

12 Q What about carbon offsets? Were you
13 involved with carbon offsets at that time?

14 A No, minus knowing what they were, minus
15 knowing that they were a product we needed to
16 think about and consider, minus my association
17 with climate leaders, E.P.A. climate leaders,
18 we did not have a specific carbon offset
19 offering. That said, if somebody asked for
20 it, we would have figured it out.

21 Q Are renewable credits essentially the
22 same as offsets?

23 A No.

24 Q What is the difference?

25 A The difference is, one, renewable

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1 energy, which is a megawatt hour, and the
2 other is the destruction, avoidance of carbon
3 emissions, of a wide range of carbon
4 emissions, greenhouse emissions, really.

5 Q During your time doing business
6 development for Empire and for Northeast, were
7 you involved in the sales or the marketing of
8 energy efficiency credits?

9 A I don't recall but the first
10 conversation we had with Pfizer -- but that
11 would have been, to the best of my
12 recollection, in 2006, late in 2006, around
13 energy efficiency certificates.

14 Q Is that the same thing as White Tags?

15 A Correct.

16 Q When you moved into the Vice President
17 role, do you know approximately what date that
18 was?

19 A It was, it was July 2007.

20 Q What brought about that change?

21 A I earned it.

22 Q What do you mean. Can you give me a
23 little description? I'm assuming it was a
24 promotion, correct?

25 A Correct.

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1 Q Can you explain why you were given the
2 promotion?

3 A I was given the promotion, because I
4 was increasingly involved in high profile
5 sales -- including Mohawk Paper -- in
6 regulatory issues, increasingly involved in
7 speaking on a national level on emerging
8 market issues, like energy efficiency
9 certificates and carbon offsets. I was
10 increasingly important from a strategic
11 perspective internally. There was no female
12 vice president. I got to be the first female
13 vice president in the history of the company.

14 Q Did you consider yourself to be an
15 expert on the products that Sterling Planet
16 sold and the regulatory affairs, that kind of
17 governed them?

18 A As much as one can be in this
19 ever-evolving market.

20 Q You said you were speaking on a
21 national basis. Can you tell me about your
22 speaking engagements for Sterling Planet?

23 A They arrived by one of two ways.
24 Oftentimes, especially early on, they arrived
25 by Mel Jones calling me oftentimes the night

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1 before an event and saying, I'm double booked,
2 I have got an opportunity, can you pinch hit
3 for me? And I would say, absolutely. What
4 are we presenting? But I, I filled in -- much
5 of the national presence was filling in for
6 Mel.

7 Q What did you speak about?

8 A It depended on the conference. Early
9 on, primarily Renewable Energy Certificates,
10 what is a REC, what is the market, how are
11 they used, what is the difference between
12 voluntary and compliance, the basics, 101.

13 Q I understand you're also an expert in
14 regulatory affairs that affected the Renewable
15 Energy Certificate market. Can you describe
16 your expertise in that area to me?

17 A I can't explain the expertise in that.
18 I have never written a piece of legislation.
19 I was an expert at knowing how to follow the
20 changes and how to keep abreast of the changes
21 and raising those changes as both challenges
22 potentially and/or opportunities potentially
23 to us from a business perspective and to our
24 customers from a marketing perspective -- was
25 there a risk in the regulatory environment to

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1 our customers? Was there an opportunity for
2 us?

3 Q How did you track regulatory changes
4 and trends?

5 A A number of ways. E-mail, we had
6 membership to a number of professional
7 organizations which provided updates. I had a
8 professional network of people. We were
9 involved in trade associations whose primary
10 responsibility was tracking policy.

11 Q Did you receive regular updates from
12 these organizations?

13 A Um, on some issues, yes. On some broad
14 issues, I would have to hunt for it. I would
15 have to know where to look.

16 Q When you are talking about hunting, how
17 would you go about doing that?

18 A Sometimes directly to the regulatory
19 agency's website or a third party who might be
20 tracking legislation, or an NYSERDA-like
21 entity who has very broad focus.

22 Q Did you ever participate in letters,
23 comment on rule making?

24 A I did, yes.

25 Q Did you ever publish any comments?

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1 A We did publish comments. I recall
2 specifically in Connecticut with the
3 Connecticut DPUC. And I may have done other
4 comments. By the time we were very much
5 involved in rule making and regulatory
6 comments, we were involved in an association
7 called REMA, R-E-M-A, Renewable Energy
8 Marketer's Association, which was writing a
9 lot of the substantive work on behalf of the
10 organization. There were other activities
11 that took place that others may have been
12 involved with, too.

13 Q You mentioned the DPUC. What does the
14 DPUC stand for?

15 A The Department of Public Utilities
16 Commission, or Public Utility Commission.

17 Q So that was your involvement with the
18 rulemaking of the Connecticut DPUC -- at the
19 state level, not at the national level?

20 A Correct. I don't recall that we ever
21 submitted any comments in any federal
22 proceeding.

23 Q In addition to your knowledge of the
24 regulatory development in the industry, what
25 other type of steps did you take to keep

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1 yourself informed about developments in the
2 renewable energy market, in general?

3 A I read voraciously, I attended numerous
4 conferences, I had conversations with
5 customers, with colleagues, with external
6 parties. I asked my colleagues, including
7 Mel, including Marcus Krembs, including
8 anybody else -- Bob Maddox was a great
9 resource to me. I had a steep learning curve
10 initially, and after -- you know, it was a
11 small market. If you needed to get educated,
12 you could find out how to get educated. If
13 you didn't know something and it didn't exist,
14 it meant that maybe there was an opportunity
15 to create it.

16 Q Did Sterling Planet ask you to, or rely
17 on you, to inform its customers about
18 regulatory changes or regulatory affairs in
19 the industry?

20 A On occasion, when required.

21 Q How did your knowledge of the
22 regulatory issues that affected Renewable
23 Energy Credits and the market in general add
24 value to your job? How did you use that in
25 your employment with Sterling Planet?

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1 A We existed because of a regulatory
2 environment. Many of our customers, not all,
3 created products and services because of a
4 regulatory policy environment, whether it was
5 a voluntary policy or whether it was a
6 mandatory policy. So having knowledge around
7 the drivers for decision-making, both from a
8 compliance perspective, why a utility would
9 need to buy a Renewable Energy Certificate
10 under a mandate, or whether it was why Intel
11 wanted to buy a Renewable Energy Certificate
12 voluntarily. So it was a key component of the
13 drivers of purchasing, both from, either from
14 a mandatory perspective or voluntary
15 perspective.

16 Q In your sales activities that you
17 described earlier, did you continue to do that
18 as a Vice President?

19 A I did.

20 Q In your VP program for carbon and
21 efficiency markets, did your duties change at
22 all to go along with the times? Were you
23 involved with carbon efficiency markets in a
24 different way than you were before?

25 A The -- my -- I will take the first part

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1 of the question first. My responsibilities,
2 my responsibilities did not fundamentally
3 change. The external focus was what was meant
4 to change. It was meant to signal a high
5 level acknowledgment, expertise at Sterling
6 Planet to the external market. It was as much
7 an external communication as it was an
8 internal communication. That said, the
9 management of our carbon focus and our
10 efficiency focus internally was disparate.
11 Was this a supply issue, was this a project
12 issue? Was it a sales issue? Who was the
13 person who would make that decision? Who
14 would review where we got our supply? Who
15 would review what our price was for our
16 product? That was not handled necessarily in
17 one place. So it was meant in that change to
18 align myself and Marcus Krembs, who for, I
19 think, most of his tenure had title of
20 Director of Greenhouse Gas Programs or
21 something along those lines. So it was meant
22 to have an internal "go-to" team. We were to
23 work directly with Mel. We were to handle --
24 Marcus was the supply side and I was the
25 coordination of the sales side, and, of

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1 course, there was always the what's going on
2 in the regulatory market and/or the voluntary
3 market for that matter.

4 Q Did this carbon efficiency market, did
5 that refer to carbon offsets into white tags?

6 A Broadly, yes.

7 Q Was there any other product the company
8 sold in the carbon or efficiency markets other
9 than carbon offsets or white tags?

10 A Could you repeat that? Sorry.

11 Q Were there any other products that the
12 company sold within what we call the carbon
13 efficiently markets, other than carbon offsets
14 or white tags?

15 A You could sell a REC to anybody under
16 any circumstances. A REC could be used for
17 customers focused on carbon. That person,
18 that customer, could buy REC's to meet a
19 carbon reduction goal, a greenhouse gas
20 reduction goal. So even though it said carbon
21 and efficiency certificate, REC's, were still
22 the primarily driver for customers in dealing
23 with carbon. It was, it was more a reflection
24 of the evolution of the market from a pure REC
25 green power driver to a carbon reduction or

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1 carbon management driver, and REC's were a
2 very important part of carbon efficiency from
3 that perspective.

4 Q Earlier you mentioned Marcus Krembs.
5 Can you tell me who he was?

6 A Marcus was the Director of Greenhouse
7 Gas Programs. My association with him -- I
8 believe that was his title. Early on, he may
9 have had a different title, I don't recall
10 what that was. He was on the supply side of
11 the house.

12 Q What do you mean by the supply side?

13 A We were bifurcated. So we had a sales
14 side and we had a supply side. Those people
15 that sold REC's and those people who delivered
16 on the contracts, who bought the REC's.

17 Q Where did people on Marcus's, on the
18 supply side, where did you they purchase REC's
19 from?

20 A Hundreds, potentially, of suppliers.

21 Q Were the suppliers, did they originate
22 the renewable energy credits, or were they
23 middlemen or resellers of credits?

24 A Could you clarify that? Who was the
25 originator, was Marcus the originator of the

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1 REC's?

2 Q The hundreds of potential sources that
3 you're describing that Sterling Planet would
4 purchase renewable credits from, were they
5 originators of these credits, or were they
6 resellers?

7 A The supply team worked with both
8 brokers in the market, who would have been
9 middlemen, and the supply team also worked
10 with the renewable energy generators, with
11 owners of renewable energy assets.

12 Q For the record, can you describe how
13 the Renewable Energy Credits are originated or
14 created in the first place?

15 A It depends on the rule, but in the
16 basic sense when you have a renewable energy
17 project defined by a particular body,
18 regulatory or voluntary, you create renewable
19 energy. If -- it may depend on when that
20 project was, when it came online, when the
21 switch was flipped. It may be that the switch
22 could have been flipped, but they weren't
23 eligible to sell into a market until 10 years
24 later. It all depended on the rules and all
25 depended on the definition and all depended on

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1 the buyer's preference, as well.

2 Q Going back to Marcus, did you ever
3 supervise him, or did he ever report to you?

4 A He did from about -- for a very short
5 period of time, apparently. I believe the
6 title change for me came in October of '08 --
7 maybe it was earlier than that.

8 Q Which title?

9 A To the carbon efficiency markets. To
10 specify, VP of Carbon and Efficiency Markets.
11 That is when Mel made the decision to have
12 Marcus come and sit in that group, and that
13 group was me and Marcus with Marcus reporting
14 to me.

15 Q Marcus Krembs started reporting to you
16 around October '08?

17 A To the best of my recollection. There
18 is an e-mail that I wrote for Mel to announce
19 the change that I sent to him that he
20 approved, but was never sent out. So whether
21 that was official that Marcus report to me or
22 not, it was certainly never broadcast to
23 anybody else in the company.

24 Q The e-mail you are referring to, is
25 that a document that has been either produced

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1 by either party in the discovery of this case?

2 A It has, yes.

3 Q Was that provided by Sterling Planet
4 for you?

5 A Sterling Planet.

6 Q It was a draft e-mail or an e-mail to
7 Mel, the announcement that was never actually
8 published to the other employees of the
9 company?

10 A Correct.

11 Q Do you know why it was never published?

12 A I do not.

13 Q Was Marcus Krembs involved in sales
14 activities?

15 A Yes.

16 Q Can you describe the sales activities
17 to me?

18 A Broad. Marcus, although he was sitting
19 on the supply side, was actively involved in a
20 number of high profile, what Mel termed "blue
21 chip" accounts.

22 Q Do you know if he ever earned a
23 commission while employed by the company?

24 A I don't believe he earned a commission.
25 I don't believe he was hired under a

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1 commission structure, because he was hired on
2 the supply side.

3 Q Is it correct to say it's your
4 understanding that he did not have
5 commission-based sales or compensation with
6 the company by contract or by any other means?

7 A That's my understanding.

8 Q Do you know how he was compensated?

9 A He was a salaried employee as far as I
10 knew. Again, I was not with HR, I have never
11 seen anybody else's employment contract. I
12 only know where he sat in the company. I was
13 on sales, I had commissions. He was on
14 supply, he did not. But he supported -- we
15 were on a team and he supported sales, as
16 necessary.

17 Q Was he located in Albany, or was he
18 somewhere else?

19 A He was in Denver, Colorado.

20 Q How did you guys communicate?

21 A Phone, a lot, and e-mail. And on
22 occasion, we would be in the corporate offices
23 in Atlanta together, or we would be at a
24 conference together.

25 Q Did you ever have to discipline him

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1 while you supervised him?

2 A There was one occasion when Mel asked
3 me to speak to him about a conversation he had
4 with a broker. Marcus was not ever formally
5 disciplined. I never formally disciplined
6 Marcus.

7 Q What about in his file?

8 A I never wrote anything up. I don't
9 know if anybody else did. But I, during that
10 period, did not.

11 Q When you say Mel asked you to talk to
12 him about the way he spoke to a broker, what
13 would a broker be in the context of the
14 company's business?

15 A A broker could facilitate a supply
16 contract.

17 Q Were brokers entitled to a percentage
18 of whatever that particular sale was that they
19 set up? Was it a flat fee? How were they
20 compensated?

21 A I don't know whether it was a
22 percentage or a flat fee. I don't know the
23 terms between brokers and Sterling Planet.
24 Bifurcation, again. I was not on that side of
25 the house, although there was a fee involved,

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1 a cost to us involved in using a broker.

2 Q Were all supply transactions
3 facilitated by brokers?

4 A Not that I'm aware of, no.

5 Q Sterling Planet sales activities, you
6 said the house was bifurcated. On the sales
7 side, did the employees who were responsible
8 for sales, did they work as a team when they
9 were trying to pitch to customers?

10 A If it was an strategic account, a big
11 fish, there would be perhaps a larger
12 discussion around strategy. But, by and
13 large, it was the responsibility of that
14 individual sales rep to sell to his or her
15 lead, to his or her prospect.

16 Q How were prospects generated?

17 A Initially, they were given to us by Mel
18 and as the sales team expanded and as sales
19 reps left, they were redistributed. Of
20 course, we added prospects continuously
21 through our activities at conferences, through
22 word of mouth with other customers, referrals
23 from existing customers, and through efforts
24 by the sales team, primarily myself, to
25 generate new and additional sales leads. I

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1 created a list of 5000 prospects, the big
2 honking BD master spreadsheet as I called it
3 internally.

4 Q What was the big honking BD
5 spreadsheet?

6 A It was an amalgam of companies, working
7 both in the carbon market and participating in
8 government programs, such as the Environmental
9 Protection Agency's Green Power Market
10 Program, or E.P.A. Climate Leaders, or
11 for-profit entities that were members of the
12 climate registry, or college and universities
13 that were members of AASHE, or cities that had
14 signed the mayor's climate commitment. That's
15 where that list originated.

16 Q For employees that were involved
17 directly in sales, were most of the sales that
18 you were aware of as Vice President, were they
19 made to companies or prospects that were
20 provided by or referred to the sales people by
21 the company?

22 MR. WALLENDER: Object to the
23 form.

24 A Could you, could you repeat that?

25 Q The sales team --

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1 A Okay.

2 Q -- is it your understanding that the
3 majority of the actual sales that were made,
4 were those to prospects or to customers
5 referred to the sales team by the company as
6 opposed to --

7 A I don't know. I don't know the
8 percentage breakdown of sales to customers
9 that we found versus sales to customers that
10 came to us. We took a lot of orders. We were
11 big in the marketplace, so could have been --
12 certainly was a mixture of both.

13 Q Do you know what Sterling Planet's
14 prominence in the market was? Did it have
15 competitors or other companies that sold
16 renewable credits to companies and consumers?

17 A If you look at the end of any press
18 release or what's on the website, it says we
19 are, that Sterling Planet is the largest
20 retailer of Renewable Energy Certificates.
21 Mel positioned it always that we were the
22 biggest, we were the largest, we were the
23 first. We had competitors. And at times our
24 competitors may have been bigger. We could
25 still always say we were first. And there

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1 were some significant competitors.

2 Q Did you ever consider or were you ever
3 offered employment, prospective employment, by
4 Sterling Planet's competitors while you were a
5 Sterling Planet employee?

6 A Not that I ever recall.

7 MR. WALLENDER: Objection, form.

8 Q While you were working for Sterling
9 Planet, who was your supervisor when you first
10 started?

11 A Mel Jones.

12 Q Did anyone else ever supervise you?

13 A No.

14 Q It's correct to say Mel Jones was your
15 supervisor from the day you started until the
16 very end of your employment?

17 A Yes.

18 Q Did you report directly to Mel?

19 A Yes.

20 Q Did you ever report to anyone else?

21 A No.

22 Q What was your involvement or your
23 professional relationship with Sonny Murphy?

24 A He was the Chairman. He is still, as
25 far as I know, the Chairman of Sterling

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1 Planet. He was the board chair. He was our
2 senior statesman. He was actively involved in
3 directing the strategy and creating the
4 culture of our company.

5 Q How often did you engage in direct
6 communication with your supervisor, Mel Jones?

7 A Frequently.

8 Q Would it be on a daily basis?

9 A No.

10 Q A weekly basis?

11 A Minimally, on a weekly basis.

12 Q What was your primary means of
13 communication with Mel?

14 A Phone. Although I did see him
15 physically, often considering our geographic
16 distance.

17 Q When you saw him in person, was that
18 typically you visiting Atlanta or him visiting
19 New York?

20 A I did visit Atlanta, but oftentimes it
21 was at a conference with an investor, with a
22 potential customer, at strategic, with an
23 strategic partner, with a, at a membership
24 organization event.

25 Q Can you please describe your general

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1 relationship with your supervisor, Mel Jones?

2 A Good, professional, mentor.

3 Q Were you comfortable communicating with
4 Mel?

5 A Yes.

6 Q What was the supervisory relationship.
7 What was his role in directing your work?

8 A Mel set the overall strategy for the
9 company. He was not a micro manager. He
10 trusted his team. He empowered his team. If
11 he hired you, he trusted you. He gave
12 responsibility and he gave direction, and you
13 were to ask for forgiveness, not permission.
14 And it was a very good working environment.
15 Although with that management or supervisory
16 structure there wasn't a lot of formal
17 structure to it, so there weren't policies,
18 there weren't procedures, there weren't
19 directives. There were conversations.

20 Q It was a conversational relationship?

21 A Overwhelmingly, yes. There were
22 certain things that we did that were process
23 and procedure, but, overwhelmingly, it was you
24 had discussions.

25 Q Did you ever have disagreements with

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1 Mel Jones of a professional nature?

2 A At the end of my employment, I
3 disagreed that we couldn't offer some services
4 around carbon offsets, around carbon. I think
5 that was the biggest disagreement I ever had
6 with him, and it wasn't a big one. And it was
7 his decision.

8 Q What were the services you thought the
9 company should have been able to offer?

10 A Simple things. Not formally
11 articulated, but as simple as let's calculate
12 the greenhouse gas footprint of a customer,
13 let's do a calculation for the customer, let's
14 get a baseline, let's provide those services
15 for an existing or potential customer.

16 Q How did you express your disagreement
17 to Mr. Jones?

18 A I said I think we are missing out on
19 generating revenue and providing services for
20 the market. My position was that we were
21 poised to be an environmental asset management
22 company, and that would include knowing where
23 a customer started from to know how we would
24 help them, either sell their environmental
25 assets or buy environmental assets if they

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1 needed to. So I felt we were missing a
2 marketing opportunity and I stated it.

3 Q How did he respond to your concern?

4 A He didn't agree. He didn't want to go
5 down the road of consulting. He was worried
6 it would take a lot of time and we weren't
7 good at accounting for our time, and, you
8 know, and paperwork, and, you know, we didn't
9 want to do billable hours. That just wasn't
10 the road he wanted to go down. I said that's
11 fair, but what if it cost, you know, X to do
12 Y, a menu of services. It just, we just -- he
13 was concerned that we didn't have the
14 resources, and it would be a distraction to
15 what we did in our core business. It was his
16 call.

17 Q Were there ever any other disagreements
18 you had with him?

19 MR. WALLENDER: Objection, form.

20 THE WITNESS: Do I answer?

21 MR. WALLENDER: Yes, answer the
22 question.

23 MR. COSTYN: You may answer.

24 A Any other disagreements.

25 I disagreed with the handling of Robert

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1 Purser, who is our CFO. I disagreed with
2 removing Ron Mitchell and Joseph Barclay from
3 the supply team. I was disappointed, although
4 didn't disagree with the decision that we
5 didn't hire Mike Ashford for a carbon
6 position. These were normal business, I think
7 that, you think of that.

8 Q The situations with Purser, Mitchell
9 and Barclay, did you express your concerns
10 about their removals to Mr. Jones?

11 A Yes, and to Sonny.

12 Q Was that in person or over the phone?

13 A Both.

14 Q If you didn't like something, you would
15 feel comfortable talking to Mel about it --
16 you had the kind of relationship where you
17 would be able to talk to him about that.

18 MR. WALLENDER: Objection, form.

19 A In general, yes.

20 Q Did you ever supervise anyone besides
21 Marcus Krembs while were employed by Sterling
22 Planet?

23 A Unofficially. Again, I'm not sure if I
24 officially supervised Marcus. Unofficially, I
25 assumed responsibility for all non-utility

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1 business development. In the late spring of
2 2008, Alden Hathaway, Senior Vice President of
3 Business Development, was instructed to focus
4 only on utility business sales. We needed a
5 separate focus on non-utility business sales.
6 Mel asked me to lead that. Sonny asked me to
7 lead that, and I assumed that officially my
8 title would even be changed. In that context,
9 official or otherwise, I managed what was then
10 a three person sales team which was Sandy
11 Johnson, Dara Mc Carney, and Sarah Huttu.

12 Q What is the difference between
13 non-utility and utility customers?

14 A Utilities are utilities, so they're
15 Con Edison, they're -- and they have a
16 different product, they have a different need.
17 They may be in a mandatory market. They may
18 be selling small volume individual REC's,
19 small volume REC's to individual utility
20 customers versus a non-utility customer, which
21 would be an Intel, a Mohawk Paper, Staples,
22 CISCO, who is buying for different purposes
23 and buying a different product.

24 Q Utility customers, is it correct they
25 would purchase Renewable Energy Credits from

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1 Sterling Planet and sell to them to their
2 customers, their utility customers?

3 A They could do that. They could buy
4 directly for compliance purpose, they could
5 contract with us to manage a program and never
6 buy a REC directly from us.

7 Q Did Sandy, Sarah and -- I believe it
8 was Dara?

9 A Yes.

10 Q Did those three report to you directly
11 when you were non-utility?

12 A Again, officially? I don't know the
13 answer to that question.

14 Q In practice.

15 A In practice, they took direction from
16 me at a high level. We reassigned leads, we
17 focused on verticals instead of horizontals,
18 or horizontals instead of verticals. We
19 worked together to determine how we would go
20 about, how we would go about getting
21 additional customers, not just knocking on our
22 door, but how do we knock on their door. It
23 was during that period that I created that
24 lead list. When I was given that
25 responsibility over non-utility BD is when I

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1 created this spreadsheet. When we imported
2 those leads into Quickbase, when we talked
3 strategically about who is doing what and
4 where, um, from a day-to-day perspective, from
5 a practical perspective, the three of them
6 were in the office together. Mel was next
7 door in the office. Alden, who was the Senior
8 VP of Business Development was down the hall.
9 If Alden needed support, he could ask for
10 support. If Mel needed support, he could ask
11 for support. If Mel wanted to do something,
12 he could do something. It's not "I'm out of
13 it, it's yours. It's "I need to focus on this
14 because I have to focus on raising money."
15 Alden has to focus on utilities, I need you to
16 help the BD team, focus on pushing out
17 non-utility business.

18 Q All three of the individuals, Sandy,
19 Dara and Sarah, they were engaged in strictly
20 non-utility sales?

21 A They may have supported utility sales.
22 Dara could have gone with Alden or Sandy could
23 have gone with Alden. Sarah could have found
24 an opportunity in her region in a utility sale
25 and worked on it. You know, we weren't boxed

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1 in necessarily.

2 Q Did any of those three, Sandy, Dara or
3 Sarah, do you know if they were compensated on
4 a commission basis?

5 A I don't know.

6 Q During your tenure with Sterling
7 Planet, we mentioned Marcus Krembs, Sandi, and
8 Dara. Who officially or unofficially reported
9 to you; was there anybody else you managed?

10 A From a personnel perspective, no, that
11 I'm aware of. I did have responsibility for
12 managing some external relationships in the
13 market. So that would include our agent
14 program, that would include our strategic
15 partnerships with other entities in the
16 marketplace who might want to sell a REC.

17 Q What was the agent program?

18 A The agent program was individuals who
19 were interested in selling REC's for Sterling
20 Planet. Those that I dealt with were not
21 salaried. They were 100% commissioned.

22 Q Were these individuals employed by
23 Sterling Planet or were they independent
24 contractors?

25 A To the, to the best of my knowledge,

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1 those that I interfaced with, that I managed,
2 that I dealt with, were not employees. They
3 were contractors. They had an agent contract.

4 Q Were you involved in retaining the
5 services of any of these agents, or were they
6 preexisting relationships with Sterling
7 Planet?

8 A Some were preexisting, some were new.
9 I didn't, by and large, recruit agents.

10 Q What was the nature of your supervision
11 of or overview of the agent program and the
12 individual agents?

13 MR. WALLENDER: Object to the
14 form.

15 A My responsibilities with the agents
16 included initially training, education. It
17 depended on the agent, however. Some agents
18 came to the company with some pretty good
19 knowledge of the marketplace and saw a REC as
20 being additive to their current job. Others
21 were, like me in 2005, who said, wow, this is
22 great. I want to do this. I don't know how I
23 can do this. So I would trained them and
24 provided them with resources and gave them the
25 company's literature and got them set up with

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1 business cards and an e-mail account, those
2 internal administrative functions. I worked
3 with them on their leads. I approved their
4 leads. They came to me and they said I'd like
5 too work on, for example, Shaw's Supermarket.
6 Do you, does anybody have Shaw's Supermarket
7 right now? And I would go to Quickbase and I
8 would check Quickbase, and I would say no,
9 that's yours, get it in quickly because that's
10 how we're going to track it for you.

11 Q Did the agents report to you on a
12 regular basis?

13 A There was not -- there was not regular
14 proactive discussions by me to the agents. If
15 the agents needed me, I was available to the
16 agents.

17 Q What was your understanding of what the
18 agent's compensation structure was?

19 A 100% commission.

20 Q Do you know who at the company was
21 responsible for calculating and paying their
22 commissions?

23 A I calculated commissions for Gary
24 Skulnik, for Bill Bastuk, for John Mc Keller.
25 Mel calculated commissions for Charles

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1 Segerman. Accounting -- that would vary who
2 that might be -- might calculate commissions
3 for our strategic partners, such as Good
4 Energy or Strategic Energy. They sold, if
5 they made a sale and bought REC's through us.

6 Q The Strategic partners can you give me
7 a really quick overview of how they worked to
8 sell REC's?

9 A They had, I believe what we call an
10 aggregator agreement. In essence, they were
11 companies, not individuals. If there was a
12 guy out there that wanted to sell a REC and a
13 company who may sell energy service or retail
14 electric energy and wanted to add the
15 capability of delivering a green product to an
16 existing customer base. And we were behind
17 their brand, as opposed to the agents who were
18 our brand. They were Sterling Planet. We are
19 just delivering REC's to Good Energy.

20 Q So kind of acting as a middleman?

21 A We were.

22 Q Providing supplies?

23 A We were. We would work closely with
24 them. They would call us and say, we need
25 your help on this.

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1 Q Did any of the agents that you ever
2 work with ever have an agreement about the
3 amounts of their commissions?

4 A Yes.

5 Q How often did that happen?

6 A It happened once that I had direct
7 knowledge of.

8 Q Which agent was that?

9 A Charles Segerman.

10 Q Did he discuss that with you?

11 A Yes.

12 Q What action did you take?

13 A I attempted to reconcile his sales,
14 first his payments that we received from
15 vendors versus payments we had -- sales we
16 received from customers -- sorry -- and
17 payments we had made to Charles in the past.

18 Q How was this situation resolved?

19 A It had not been resolved to my
20 knowledge before I left.

21 Q Did you report the issue to anybody
22 else in the company?

23 A Mel Jones, Robert Purser, I think.
24 Probably, I probably mentioned it to Sonny in
25 a conversation. I had to work directly with

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1 Crystal Drane who I think at one point was in
2 AP accounting. I'm trying to figure it out.
3 I may also have talked to Tuan -- I can't
4 remember his last name -- Pham, about the
5 issue, as well. It was primarily with Mel,
6 and I think early on I probably talked to Ron
7 Mitchell about it, too. Ron had been involved
8 in making payments prior to Robert Purser
9 coming on and, and expanding the accounting
10 team.

11 Q Did you engage in e-mail or any other
12 written correspondence about the commissions
13 as you've mentioned?

14 A Yes, I provided him with an accounting.
15 I provided Mel with the same accounting. I
16 had e-mail discussions with Mel about that, as
17 well.

18 Q To your knowledge that was the only
19 commission dispute that occurred with any of
20 the agents of the company?

21 MR. WALLENDER: Object to the
22 form.

23 A I, I heard of other disagreements in
24 the past about making payments to contractors.

25 Q When you say "contractors," do you mean

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1 agents?

2 A I don't -- contractors. I don't know
3 whether they were contracted as an agent, as
4 an aggregator, a consultant, I don't know --
5 contractors.

6 Q You weren't directly involved in any of
7 these issues?

8 A No, I was not. I received frustration
9 from agents in terms of how they knew they
10 could -- in terms of how they got paid. They
11 were modest sales, and we, you know, we
12 eventually paid them, those three that I
13 specifically mentioned.

14 MR. COSTYN: Can we take a break
15 for about five minutes?

16 (At this time a recess was
17 taken.)

18 BY MR. COSTYN:

19 Q Ms. Bennett, you said that you started
20 working for Sterling Planet, I believe, in
21 March 2006; is that correct?

22 A Yes.

23 Q When you first started working for the
24 company, what was your salary?

25 A \$100,000.

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1 Q Did that salary change at any time
2 during your employment?

3 A Yes, we received a six percent raise
4 in -- I believe it was 2007.

5 Q You said "we received." Was that a
6 company-wide policy?

7 A As communicated to me, it was across
8 the board six percent.

9 Q Was there ever any other indication of
10 that conversation?

11 A No.

12 Q How was that starting salary
13 negotiated?

14 A I had two requests of Mel when I
15 negotiated my contract. One was I wanted to
16 double my salary, considering I worked in a
17 nonprofit; he was amenable to that. And the
18 other was I wanted equity. I wanted to work
19 for a company that I could, that I could earn
20 something back. I wanted it to have meaning.
21 I wanted to build something. And both of
22 those terms were met in the employment
23 contract.

24 Q So the \$100,000 was approximately twice
25 what you were making for the nonprofit?

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1 A Approximately, yes.

2 Q Where were you physically located when
3 you worked for Sterling Planet? Did you have
4 an office?

5 A I had a home office.

6 Q Was that in Albany, New York at all
7 times?

8 A In Latham, New York.

9 Q How do you spell that?

10 A L-A-T-H-A-M.

11 Q Is that close to Albany?

12 A Yes.

13 Q Is that the home that you earlier
14 stated you owned for about five years?

15 A Rented.

16 Q Rented for about five years?

17 A Yes.

18 Q I'm going to hand you what has been
19 previously marked as Plaintiff's Exhibit 1. I
20 will slide it over. Do you recognize this
21 document?

22 A Yes.

23 Q Can you tell me what it is?

24 A It is the offer letter that was
25 e-mailed to me by Mel Jones in December '05.

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1 Q It was e-mailed to you?

2 A Correct.

3 Q How did you execute this letter?

4 A I printed two copies, signed both, sent
5 one back by mail to Mel.

6 Q Did you ever execute any other
7 contractual documents with Sterling Planet
8 that regulated the terms and conditions of
9 your employment?

10 A Yes.

11 Q Who was that?

12 A A confidentiality agreement in 2007.
13 We received an employee handbook in 2008, I
14 believe, and we received a Permissible Use
15 Guide in 2008 to the best of my recollection.

16 Q Did any of those documents, the
17 Confidentiality Agreement, the Handbook or the
18 Permissible Use Guide, do they contain any
19 language that related to your compensation?

20 A No.

21 Q Is it fair to say that this offer
22 letter which you executed is the only document
23 that you have with Sterling Planet that
24 discussed your terms of compensation, the way
25 you were paid for your services?

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1 MR. WALLENDER: Object to the
2 form.

3 A This is the document that describes my
4 employment terms and conditions with Sterling
5 Planet.

6 Q But there were no other contracts that
7 discussed the terms and conditions of your
8 employment as far as compensation goes?

9 MR. WALLENDER: Object to the
10 form.

11 A Not regarding compensation.

12 Q I just wanted to make sure.

13 If you look at paragraph one of the
14 agreement, it states that your employment
15 start date would be February 13th, 2006. Did
16 you start in on February 13th, or was it later
17 on?

18 A It was March 20th, 2006.

19 Q Can you tell me why you didn't start on
20 February 13th pursuant to what the letter
21 says?

22 A I don't, I don't recall specifically
23 why it was March 20th instead of February
24 13th.

25 Q Did it just work out that way?

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1 A It may have. There may have been other
2 issues internally to Sterling Planet that I
3 was unaware of.

4 Q When did you quit your job with the
5 nonprofit?

6 A My last day with EBA was March 17th,
7 2006.

8 Q The second sentence of paragraph one in
9 the offer letter, can you read that out loud?

10 A Is this number one, start date or --

11 Q Number one.

12 A "This letter is to confirm" --

13 Q The numbered paragraph, number one,
14 Start Date?

15 A "This employment offer is contingent
16 upon Sterling Planet closing \$5,000,000 in its
17 next round of funding scheduled for January
18 27, 2006."

19 Q Do you have any knowledge as to whether
20 or not Sterling Planet closed \$5,000,000 in
21 its round of funding scheduled for January 27,
22 2006?

23 A I assumed they did. I got hired.

24 Q Do you have any direct knowledge,
25 firsthand knowledge, whether or not the

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1 funding was actually obtained by that date?

2 A I don't.

3 Q So the issue was never discussed with
4 Sterling Planet?

5 A It was discussed with Mel prior to,
6 prior to my hire date. He indicated to me
7 that he was building a business development
8 team, and he was raising money, and when he
9 had the money in place, we would be good to
10 go. And that process was anticipated to take
11 longer than the December to February
12 time-frame. It went longer than the February.
13 When he indicated to me, we're good to go, I
14 assumed that to mean that the terms and
15 conditions of this employment agreement were
16 met, and I got employed.

17 Q Understood. Paragraph two, numbered
18 paragraph 2, stating Salary, earlier you said
19 you expressed to Mel you wanted to basically
20 double your salary from the nonprofit. Was
21 the specific salary of \$100,000 a year
22 negotiated, or was that what was initially
23 offered to you without negotiation?

24 A It was offered to me without
25 negotiation.

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1 Q Number paragraph three, Hiring Bonus
2 Payment, was the bonus payment of \$5,000 an
3 additional payment of \$5,000 at the three
4 month anniversary with Sterling Planet, were
5 those paid out to you?

6 A Yes.

7 Q All right. I will skip over to
8 numbered paragraph five, Commission Plan. In
9 the lawsuit that you filed against Sterling
10 Planet you claimed an entitlement to
11 commissions on certain sales that you have
12 identified. We will talk about the specific
13 sales later on, but is it your contention that
14 this Commission Plan in paragraph number five
15 is the plan under which you were owed
16 commissions?

17 MR. WALLENDER: I object to the
18 form.

19 A This was the commission plan that I
20 understood was -- could you repeat your
21 question? I want to make sure I'm answering
22 it correctly.

23 Q It wasn't a very good question. I
24 didn't phrase it properly.

25 Is this the Commission Plan under which

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1 you are claiming commissions in your lawsuit?

2 MR. WALLENDER: Object to the
3 form.

4 A This is the Commission Plan. This is
5 the only Commission Plan that is specified in
6 the document. It is the basis for my
7 commission claims.

8 Q Sure. What is your understanding based
9 on paragraph five, Commission Plan, that you
10 would -- sorry, I will rephrase that. That
11 was confusing.

12 Pursuant to this Commission Plan, what
13 was required of you in order to be eligible to
14 earn a commission?

15 A Per this document, an End-User Referral
16 Form and a contract, a sales contract, and a
17 known and calculated cost of either broker's
18 fees and/or supply costs to determine net
19 profits.

20 Q Were sales ever made without written
21 contracts, like small sales, or did every sale
22 with REC's have a written contract along with
23 it?

24 A Every sale that I'm aware of that I'm
25 claiming had a sales contract.

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1 Q The sales contracts drafted by Sterling
2 Planet or by the customers?

3 A They were drafted by Sterling Planet.
4 The customer may have certain requirements per
5 contract, but they were standard.

6 Q So it was a standard contract typically
7 used?

8 A Typically.

9 Q Do you know who drafted the contract?

10 A I don't.

11 Q So it existed before you came on board?

12 A Yes.

13 Q If a customer wanted to change,
14 customer wanted to change any of the terms
15 contained in that template, did you have the
16 authority to make the changes or did you have
17 to talk to Mel first?

18 A Would I need to get approval?

19 Q Was it common for customers to change
20 things in the template contract?

21 A For small purchases, no. For small
22 companies, no. With corporations with a
23 modest purchase, perhaps. For large
24 corporations with large purchases, yes.

25 Q Did individuals ever purchase REC's

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1 from Sterling Planet to your knowledge?

2 A Yes.

3 Q Are these people that just wanted to be
4 green?

5 A Anybody could buy a REC on the website
6 or buy a REC through a utility pricing
7 program.

8 Q What are utility pricing programs?

9 A It's a voluntary program that a utility
10 would offer to its customers, oftentimes
11 residential and commercial customers as an
12 up-charge of their basic electricity cost
13 price usage to green up their electricity.

14 Q So they would check a box on the
15 utility bill to say they wanted to purchase a
16 certain number of REC's --

17 A Yes.

18 Q To have a green household, is that
19 right?

20 A Yes.

21 Q When was the first time in your
22 employment that you were provided with
23 executed End-User Referral Forms?

24 A I was given End-User Referral Forms
25 that corresponded to an Excel spreadsheet, a

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1 lead list, by Mel, via e-mail in April 2006.
2 I believe I got my first lead list that Excel
3 spreadsheet prior to the End-User Referral
4 Forms. But the End-User Referral Forms came
5 by e-mail. I was to print two copies, sign
6 and return them to Atlanta headquarters.

7 Q Did you sign and return them?

8 A Yes.

9 Q Were these forms executed by Mel Jones?

10 A Yes.

11 Q Do you know who was responsible for
12 providing End-User Referral Forms to agents?

13 A We did not have End-User Referral Forms
14 when I managed the agents. So prior to my
15 responsibility with the agents, I don't know.

16 I knew of no executed End-User Referral
17 Forms from the agents I managed, but they did
18 exist because I imported those leads, those
19 leads that were on the End-User Referral Forms
20 in Quickbase for Alan Zox and Vinnie Fugere,
21 who were agents.

22 Q You were never responsible for
23 providing end-user forms for agents, were you?
24 Was that your job?

25 A We had, we had foregone the cumbersome

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1 process in place of the electronic Quickbase
2 system. So my agents used Quickbase.

3 Q So the answer would be, no, you did not
4 provide them?

5 MR. WALLENDER: Object to the
6 form.

7 A I did not provide agents with End-User
8 Referral Forms. They did not exist for me and
9 their usage at that time.

10 Q After that first set of end-user forms
11 that you said Mel provided to you possibly in
12 April 2006, did you ever receive any
13 additional End-User Referral Forms from Mel or
14 from the company?

15 A I did not.

16 Q On the very last page of the offer
17 letter, it indicates that you signed on
18 January 2nd, 2006. Is that date accurate?

19 A To the best of my recollection that is
20 accurate. That is my signature.

21 Q Does the document that you have
22 identified as Plaintiff's Exhibit 1 appear to
23 you to be a true and correct copy of the offer
24 letter that you signed on January 2nd, 2006?

25 A Yes.

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1 Q The Commission Plan contained in the
2 offer letter, was that something that was
3 negotiated with the company, or was that just
4 presented to you in the offer letter for the
5 first time?

6 A It was presented to me.

7 Q Did you have any discussions with Mel
8 Jones or anyone else at the company around the
9 time you received the letter about the
10 commissions?

11 A Not other than to say the terms you
12 presented to me are acceptable.

13 I didn't negotiate any element of that
14 contract after it was presented to me.

15 Q I skipped over paragraph four. I
16 wanted to go back over that.

17 Can you look at paragraph four
18 entitled, Stock Options? What's your
19 understanding of what the management stock
20 options pool was?

21 A It was a certain number of shares that
22 had been set aside for employees.

23 Q What was your understanding of how a
24 share will vest pursuant to the language in
25 this contract?

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1 A Those numbers, 8,333 after every year
2 that I was employed. And there's additional
3 language in the contract which outlines the
4 process of vestment if the company is sold or
5 merged.

6 Q What is your understanding as to what a
7 stock option is?

8 A I don't think I have a stock option. I
9 have a share. My understanding --

10 Q My question is --

11 A There are differences between an option
12 and a share, an option is the option to buy
13 something.

14 Q Paragraph four is entitled Stock
15 Options, correct?

16 A The title of the paragraph is Stock
17 Options, yes.

18 Q And it states in the first sentence
19 that you will receive as part of this offer
20 25,000 shares from the management stock
21 options pool, is that correct?

22 A Yes.

23 Q And the last sentence of paragraph
24 four, it deals with terminations and states,
25 "If you decide to leave the company or

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1 terminate it before all the options are vested
2 above, and unvested options in this agreement
3 shall remain with Sterling Planet." What do
4 you understand that sentence to mean?

5 MR. WALLENDER: Object to the
6 form.

7 A I understand that those are my shares
8 from the stock options employee pool.

9 Q The language in that sentence refers to
10 options. Is it your understanding these were
11 not options, but these were shares?

12 A My understanding of paragraph four is
13 that I had stock in the company, not options
14 to buy stock, but that I owned a part of the
15 company so long as I meet the terms and
16 conditions of paragraph four.

17 Q That's the way you read paragraph four?

18 A That is the way I read paragraph four.
19 There is a stock options employee pool, but it
20 is stock. I have stock.

21 Q Do you have in your possession or are
22 you aware of any other documents that support
23 your contention that paragraph four is a
24 promise for a contract to provide shares of
25 stock as opposed to options?

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1 MR. WALLENDER: Object to form.

2 A I have no other documentation other
3 than my employment contract for any of these
4 issues, so I do not have them for stock,
5 either.

6 Q Are you aware of any other employee at
7 Sterling Planet who had been offered or
8 compensated for actual shares of Sterling
9 Planet stock?

10 A I'm aware that stock was -- repeat that
11 question for me again, because it's a compound
12 question. Maybe you can --

13 Q I apologize.

14 A Yes.

15 Q Are you aware of any other employee of
16 Sterling Planet whose ever been offered or
17 compensated Sterling Planet stock?

18 A I'm aware that -- um, my understanding
19 was that everybody that came on together -- so
20 me and Greg and Elizabeth and Marcus had
21 similar stock. I'm aware that there was
22 stock. I'm not aware of who got what, I'm not
23 aware of whoever got paid anything, I'm not
24 aware of -- you know, I broadly knew that
25 stock was made available to employees in the

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1 company. I've subsequently learned through
2 this process that there have been other
3 actions taken around stock.

4 Sonny at one point showed meet the
5 Employee Stock Option spreadsheet that he had.
6 Robert Purser mentioned it to me. I mean,
7 this was just common knowledge. I certainly
8 didn't know details. It would be
9 inappropriate, I guess, I thought, for me to
10 even know. I had it, it was there, and in my
11 mind I was working to create value and wealth
12 for the company, because I had a share of the
13 company.

14 Q Are you aware of -- regardless of how
15 they obtained it, are you aware of any
16 employees of Sterling Planet who has ever
17 owned stock of Sterling Planet?

18 MR. WALLENDER: Object to the
19 form.

20 A I'm not, I'm not sure I understand the
21 distinction between "having," "owning." It
22 may be that I, you know, am unaware of the
23 definitional language you are getting at here.
24 What I knew is that employees had stock.
25 That's what I knew.

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1 Q Earlier you mentioned some individuals
2 who you said came on board around the same
3 time as you who you believe were offered
4 similar promises regarding stock. Who were
5 the individuals again?

6 MR. WALLENDER: Object to the
7 form.

8 A I was hired with a Western Regional
9 Business Development Manager. His name was
10 Greg Chambers. There was a Central Regional
11 Business Development Manager. Her name was
12 Elizabeth Kaprowicz. Marcus Krembs had come
13 on board -- they both preceded me as
14 employees, I think, officially. Marcus had
15 come on, Krembs had come on at the same time.
16 I think those were the group of us that it was
17 the initial expansion.

18 Q So these individuals or any other
19 employees had a contract with the company that
20 had the exact same language as paragraph four?

21 A I don't know what their contracts
22 looked like. I have never seen their
23 contracts.

24 Q If they did, would you say they were
25 owed shares of stock as opposed to options as

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1 as well?

2 MR. WALLENDER: Objection to
3 form.

4 A Do I have to answer a hypothetical
5 question?

6 Q You can answer.

7 A If they have the same language, then my
8 reading of them would be the same as my
9 reading for me, that they have stock.

10 MR. COSTYN: I think we are done
11 with Plaintiff's Exhibit 1 at this
12 time (handing).

13 Q Did you ever have a conversation with
14 Mel Jones or Sonny Murphy about being granted
15 additional stock options or additional shares
16 of stock?

17 A I had one conversation with Mel about
18 additional shares, and it came when we, when I
19 received that six percent raise. And my
20 conversation with Mel was thank you, but the
21 next time that there's a decision around
22 increased compensation or compensation in
23 general, whether it's commissions or whether
24 it's a raise, I would really be interested in
25 knowing whether I had the option to convert

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1 that monetary payment to additional shares. I
2 felt my compensation level was satisfactory,
3 and, again, I was building wealth for the
4 company, I wanted to increase my position in
5 the company. I was told a lot that we were
6 going public, so shares in the company were
7 very important to me.

8 Q What was Mel's response that?

9 A Mel's response, "You don't worry about
10 it. We're going to take care of you. Besides
11 we're thinking of getting rid of the
12 commission structure and starting a bonus
13 pool."

14 And I had another conversation with Mel
15 about stock. I, I don't recall the date. It
16 was probably late '07, and it was in New York
17 City at Ruth's Chris Restaurant. And he had
18 had a couple of very successful, what he
19 characterized as "very successful" meetings
20 with investors in New York City. And we were
21 moving, moving, moving. And I asked him some
22 administrative procedural questions about how
23 do I get more stock, and, you know, how is
24 that process working? And he -- and, again,
25 there wasn't a lot of detail. It was, "We're

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1 working that all out, we're going to figure
2 that all out, don't you worry. We are all
3 going to get rich."

4 Q Who else was present at that
5 conversation?

6 A It was just me and Mel.

7 Q What about the original conversation
8 that you had when you first mentioned the
9 issue of wanting more stock to Mel?

10 A That took place in Atlanta at the
11 corporate offices. To the best of my
12 recollection, it was me and Mel, but it's,
13 it's possible there were other people in the
14 room, too.

15 Q You don't recall specifically if anyone
16 else was there?

17 A No, I don't.

18 Q Did you ever have any discussions about
19 stock or stock options with any other
20 employees of Sterling Planet?

21 MR. WALLENDER: Object to the
22 form.

23 A Um, only in, only in -- no, I don't
24 think I ever did. Sonny -- I did have
25 discussions with Sonny. They weren't

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1 specific, 'I have X, this is how it works,
2 what's the value, how do I' -- it was more
3 along the lines of "You have ownership in this
4 company, Kelly. You are building wealth for
5 this company. We need you to take it
6 seriously, you know, close sales. You are on
7 the right path." We are, you know, we were
8 going public, we are raising money, those
9 kinds of conversations. They were concerning,
10 again, just common knowledge that as employees
11 and colleagues, we had shares. I made
12 assumptions about who had -- I assumed about
13 people that came on board, but we didn't talk
14 about it, it wasn't water cooler conversation.
15 Frankly, I didn't have a water cooler to chat
16 around.

17 Q No water cooler in the home office,
18 huh?

19 A No.

20 Q Do you have in your possession or can
21 you identify any written contract agreement or
22 policy that abrogates using End-User Referral
23 Forms that's referred to your agreement offer
24 letter?

25 MR. WALLENDER: Object to the

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1 form.

2 A I do not have a written document that
3 says End-User Referral Forms are no longer
4 required, you must use Quickbase. However,
5 within two weeks of getting an End-User
6 Referral Form or within a month of getting an
7 End-User Referral Form from Mel, I'm signed
8 Mohawk Paper and I have no End-User Referral
9 Forms. However, when we import all of our
10 lead into Quickbase, I used the same exact
11 spreadsheet to populate Quickbase as we did to
12 populate the End-User Referral Forms. We
13 don't have a lot of written documentation for
14 a lot of stuff we just decided to do.

15 Q Did you have ever have a role or
16 responsibility in populating End-User Referral
17 Forms?

18 A Other than my own, no. And I didn't
19 populate my own. I was given a Word document
20 to print.

21 Q Do you have in your possession or can
22 you identify any document or written
23 communication that supports your contention
24 that the Quickbase system was used to replace
25 End-User Referral Forms?

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1 MR. WALLENDER: Object to the
2 form.

3 A I have considerable e-mails that talk
4 about the importance and the necessary
5 requirement to use Quickbase for lead
6 tracking.

7 Q Do any of those e-mails discuss
8 commissions in the context of Quickbase?

9 MR. WALLENDER: Object to the
10 form.

11 A I had discussions with agents, I had
12 discussions with Ron, I had discussions with
13 Mel about the necessity of using Quickbase to
14 calculate the commissions for agents. If it
15 was used to calculate commissions for agents,
16 it would be to used to calculate commissions
17 for anybody who used the system for anybody
18 who had sales responsibility.

19 Q The question was did any of the e-mails
20 refer to a conversation about commissions in
21 conjunction with Quickbase?

22 A E-mails. Not that I recall.

23 MR. WALLENDER: Objection, form.

24 Q Out of all of the e-mails that
25 discussed the Quickbase system, none of them

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1 mentioned commissions to the best of your
2 knowledge?

3 MR. WALLENDER: Objection to the
4 form.

5 A No, they referenced sales. You get
6 commissions after you make a sale.

7 Q Let me back up a step. First of all,
8 what is Quickbase?

9 A It's -- Quickbase is an electronic CRM.
10 It's a Customer Relationship Management
11 system.

12 Q When did Sterling Planet start using
13 Quickbase?

14 A I started working on the development of
15 Quickbase as early as late spring, early
16 summer 2006. We officially started using
17 Quickbase in the fall 2006. We had training
18 for our business development team. I led that
19 training in the fall of 2006, in September or
20 October.

21 Q Were you instrumental in bringing
22 Quickbase to Sterling Planet?

23 A It was not my decision to select
24 Quickbase as a CRM. It was not my decision to
25 select Stephen Beebe, the original architect

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1 of the system. It was presented to me as a
2 responsibility to implement it and drive it
3 throughout the business development team.

4 Q How many of Sterling Planet's employees
5 did you train on Quickbase?

6 A The initial training would have
7 included Greg Chambers, Elizabeth Kasproicz,
8 Alan Zox, Vinnie Fugere. I know an invitation
9 was sent to Marcus Krembs, to Joe Barclay, and
10 to Ron Mitchell, and to Bob Maddox. Whether
11 they participated in that initial training is,
12 is unclear to me. It would have been the
13 original business development team.

14 Q Was it an in-person training or done
15 electronically?

16 A It was done over the phone, a
17 conference call, and a WebEx.

18 Q What is a WebEx?

19 A An electronic online presentation tool.
20 They could see what was going on on their
21 computers.

22 Q Like a Powerpoint over the internet?

23 A Yes.

24 Q Did you ever conduct additional
25 trainings on Quickbase?

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1 A Yes, as additional personnel were added
2 to the system, whether they were internal,
3 in-house business development, for example,
4 Sandi Johnson or Valerie Christopher, or
5 whether there was a new employee that came on
6 such as Alden Hathaway, or whether we added
7 new agents, such as John Mc Keller, it was my
8 responsibility to make sure that they were set
9 up in the system as a user, got an invitation
10 to register, and I held responsibility for
11 making sure that they used it appropriately
12 and consistently and accurately.

13 Q Did you have to discipline or have a
14 conversation with any of the employees about
15 using the system properly?

16 A Alden Hathaway.

17 Q What was the nature of that
18 conversation?

19 A He frequently had errors in the system
20 with his records and with other's records.
21 And there was a, there was some concern on
22 behalf of Mel that Alden was not keeping the
23 system up-to-date and was not maximizing the
24 beneficial use of the system for business
25 development purposes.

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1 Q What system did the company use prior
2 to Quickbase to track leads?

3 A Mel's Excel spreadsheets.

4 Q So it was just an Excel document that
5 was used by the company that didn't have an
6 any type of hierarchy in the system? It was
7 just Mel's spreadsheet?

8 MR. WALLENDER: Object to form.

9 MR. COSTYN: I didn't word that
10 well.

11 A Mel had a master lead sheet he kept.
12 For many years Mel was the sales guy.

13 Q Do you know who imported the data from
14 the spreadsheet into Quickbase?

15 A Steve Beebe imported a batch of initial
16 leads that came from Mel's spreadsheet. Then
17 I, once we -- once Steve and I worked out the
18 bugs and had the process down, then I knew how
19 to and frequently did import data into the
20 system.

21 Q Where did you import the data from?

22 A From the spreadsheets Mel had given to
23 the business development team. That was the
24 initial import. And then from -- once the
25 system was set up, you could do an import from

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1 a conference registration list. So import
2 those names into the system will assign them
3 to a sales rep later.

4 Q Okay, I got you. Earlier you mentioned
5 the fact you had developed a large number of
6 leads for the company. I think you said it
7 was about 5,000. Did you input those leads
8 into Quickbase, or did that exist in another
9 system?

10 MR. WALLENDER: Object to the
11 form.

12 A We had an internal company drive and
13 that spreadsheet sat on that company drive.
14 The sales reps were assigned in that
15 spreadsheet. It was a responsibility of the
16 sales reps to input that data into Quickbase.

17 Q Do you know if they did it?

18 A Some did, some didn't. We did it less
19 by here's 500 names, as opposed to here are 25
20 colleges and universities that I want you to
21 pursue. Let's make sure those 25 colleges and
22 universities were in Quickbase. And there was
23 duplication from that Excel spreadsheet with
24 Quickbase.

25 Q Who all had access to the Quickbase

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1 system?

2 A Just the registered user. So just
3 those people who had been sent an invite and
4 registered on the account, registered an
5 account on the system.

6 Q How did people get an invite in the
7 first place?

8 A I sent the invite. Anybody with
9 administrative privileges could have sent an
10 invite.

11 Q Individuals that had access to
12 Quickbase, were they able to input data
13 whenever they were logged in?

14 A Yes.

15 Q Could they edit existing data?

16 A It depended on the permission level of
17 that user. So there could be a very low
18 level, low permission level where, for
19 example, those agents could only see their
20 leads. They couldn't see any other sales reps
21 in the system. And they only had the ability
22 to modify their lead. They didn't even have
23 the ability to delete their lead at the lowest
24 level.

25 At the next highest level which

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1 everybody but the agents were at, you could
2 edit. You saw the entire system so you saw
3 every sales rep's records and you could modify
4 any of those records.

5 Q So employees of the company had the
6 access where they could modify records?

7 MR. WALLENDER: Objection to the
8 form.

9 A They had a higher level access that
10 they could see than did the agents.

11 Q Did you have a different level of
12 access than the other employees at Sterling
13 Planet who had access to the system?

14 A I may have had a higher level than some
15 others, I don't recall who was at what level.
16 At some point there were a fairly limited
17 number of users in the system and we were
18 pretty much at the same level. Everybody had
19 the same privileges, everybody had the same
20 ability to make changes to the records as I
21 did. Anybody could have invited anybody else,
22 for example, to join the system.

23 Q That would have been like an e-mail
24 invitation where someone clicked a link?

25 A You had to selected the invite option.

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1 You could invite an existing user if you had
2 put in a whole list of employee names or put
3 in a new e-mail address and invite somebody.

4 Q Did everyone on the sales team have
5 access to Quickbase?

6 A Yes.

7 Q Do you recall a specific list of
8 individuals who would have had access to the
9 Quickbase system?

10 MR. WALLENDER: Object to the
11 form.

12 A I don't have a laundry list. It
13 changed over time as employees came in, as
14 agents came and employees left, as agents
15 left. It was in flux. I do recall seeing a
16 list that was sent by Danny Jackson to me in
17 the documents that Sterling Planet provided to
18 us, which printed out the list of current
19 users at that time. And I don't recall when
20 that e-mail was sent to me except it was 2009
21 and it included some supply team, it included
22 some agents, it included the business
23 development team, it included the CFO, it
24 included a house account, it included an
25 unassigned leads account.

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1 Q Is it accurate to say most of Sterling
2 Planet's employees had some sort of access to
3 the Quickbase system?

4 MR. WALLENDER: Object to the
5 form.

6 A Not most. I would say the sales team,
7 senior executives -- who never used it. The
8 supply team did not. The project team by and
9 large did not; one representative of the
10 project team did. Certainly administrative
11 staff did not, general contractors did not.
12 So it was, it was, it was meant primarily and
13 overwhelmingly as a resource for the business
14 development team.

15 Q Understood. I had handed you what had
16 been previously marked as Plaintiff's exhibit
17 number 2. Do you recognize this document?

18 A Yes, I do.

19 Q Can you describe what it is?

20 A This was the e-mail that I sent out to
21 the sales team announcing that we had gotten
22 to the point where we were going to load up
23 our leads and do some training on Quickbase.

24 Q This e-mail was sent out prior to the
25 telephone conference and web stream that you

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1 talked about earlier?

2 A Yes, this was the prep work required by
3 the sales staff to import the data into the
4 system.

5 Q In this e-mail in the description you
6 provide, is there a discussion of commissions
7 or of End-User Referral Forms?

8 MR. WALLENDER: Object to the
9 form.

10 A There is no direct reference to
11 End-User Referral Forms, although there is
12 reference to, in the second paragraph under
13 the heading of General Information, the second
14 sentence "This includes all leads provided by
15 Mel."

16 Those leads provided by Mel as I
17 described before were the leads used to
18 populate the End-User Referral Forms. As far
19 as I can tell, there is not a mention in this
20 document of, of commissions. Again, this is
21 instruction of how to complete an attached
22 Excel spreadsheet.

23 Q Earlier you stated you were unaware of
24 any e-mails that discussed commissions in the
25 same context as a Quickbase system. Are you

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1 aware of any document either in your
2 possession, whether possessed by Sterling
3 Planet or that was not produced by any party
4 that you were aware of its existence? Sorry,
5 it's getting compound.

6 A Could you ask me one of the questions
7 at a time, and I will answer.

8 Q Are you aware of a document, either
9 e-mail or otherwise, that discussed
10 commissions in the context of the Quickbase
11 system?

12 MR. WALLENDER: Object to the
13 form.

14 A Any e-mail between me and an agent
15 who's 100% commissioned, talking about leads,
16 would by its nature imply that Quickbase is
17 the system to track your sales -- your leads,
18 your sales, and, therefore, your commissions.
19 Did it explicitly say this is used to track
20 commissions? I'm unaware of any e-mail that I
21 have been provided with during this process
22 which specifies that. But it is explicit in
23 my communications with a number of agents that
24 I required them to use commission -- to use
25 Quickbase to track their sales. There's an

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1 e-mail, a internal discussion between Ron
2 Mitchell and Joe Barclay and me, about the
3 challenge of keeping track of leads, and
4 that's why I required them to use them, being
5 agents and/or aggregators, to use the system
6 to track sales so that we can pay them
7 commissions.

8 Q Were any of the sales team, according
9 to your recollection, compensated on a
10 commission basis -- talking about employees,
11 not agents?

12 MR. WALLENDER: Object to the
13 form.

14 A I had discussions with both Greg
15 Chambers and with Elizabeth Kasproicz, two of
16 my business development colleagues, who had
17 been hired for sales whose previous jobs had
18 been sales who talked about commissions. We
19 talked about commissions, we talked about the
20 system, we talked about how you got paid
21 commissions when you got a sale. So, yes, I
22 had those high level -- I had commissions
23 conversations with Greg and Elizabeth.

24 Q A moment ago you said you are not aware
25 of any e-mail that explicitly discusses

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1 commissions in the Quickbase context. Are you
2 aware of any other document that explicitly
3 discusses commissions and Quickbase in the
4 same document?

5 MR. WALLENDER: Object to the
6 form.

7 A Could you repeat that?

8 Q Sure. That wasn't a very good
9 question. Are you aware of any other document
10 or any document that discusses commissions and
11 Quickbase in the same context?

12 MR. WALLENDER: Object to the
13 form.

14 Q Or that connects commissions to the
15 Quickbase system?

16 MR. WALLENDER: Object to the
17 form.

18 A Again, there are e-mails between me and
19 the agents that talk about Quickbase and
20 sales. And you get a commission based on your
21 sales. There is an e-mail between me and Mel
22 when it comes to commissions and End-User
23 Referral Forms as early as April '06.

24 Q The question was were you aware of any
25 document that explicitly discusses a

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1 connection between Quickbase and commissions?

2 MR. WALLENDER: Object to the
3 form.

4 A Not explicit, that I'm aware of.

5 Q Were you the primary administrator of
6 the Quickbase system?

7 A For certain periods of time I had
8 primary responsibility. Alden, when he came
9 on as Senior Vice President of Business
10 Development, assumed responsibility for the
11 maintenance, overall maintenance and use of
12 Quickbase. But I had the longest history and
13 the most in-depth knowledge of how the system
14 worked, so I was always a resource.

15 Q I'm going to hand you what has been
16 previously marked as Plaintiff's Exhibit
17 Number 3. Ms. Bennett, do you recognize this
18 document?

19 A Yes.

20 Q Can you describe it for me?

21 A It is a response from me to Sonny
22 Murphy to request from him to provide
23 documentation of my commission claims.

24 Q When was this response sent to Mr.
25 Murphy, approximately?

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1 A My letter is not dated, but it had to
2 have -- I presume it came following the August
3 1st, 2009 letter from Sonny. So subsequent to
4 August 1st, 2009, probably within a few weeks.

5 Q So it was sent after your employment
6 with Sterling Planet ceased?

7 A That is correct.

8 Q Can you please describe to me what the
9 attachment to the letter is?

10 A The attachment is an Excel spreadsheet
11 that is of my own creation that I used to keep
12 track of key customers, clients,
13 relationships, that sort of thing that I, I
14 created with data from Quickbase. But it's,
15 it's my own spreadsheet.

16 Q The customers or the names that are
17 listed under the column that is headed company
18 name, are these the companies or transactions
19 that you are claiming to be entitled to
20 commissions on --

21 A Yes.

22 Q -- in this lawsuit that you filed
23 against Sterling Planet?

24 MR. WALLENDER: Objection to
25 form.

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1 A Yes.

2 Q Are there additional customers or
3 transactions that you claim you are entitled
4 to receive a commission on?

5 A No, this is the list that we have used.

6 Q This list is a comprehensive list for
7 all of the transactions to which you claim you
8 are owed commissions, is that correct?

9 MR. WALLENDER: Objection, form.

10 A This is the list we have provided to
11 you of the commissions that I am claiming, of
12 the sales, the commissions for the sales that
13 I am claiming.

14 Q The answer I'm trying to get at, this
15 the complete list and you're not claiming
16 commissions for any other transactions other
17 than what's on the list; is that correct?

18 A Yes.

19 Q Sorry, I don't mean to be picky. This
20 is hard to read, but down at the bottom of
21 this chart is a row that is entitled Profit
22 Margin. Then there are figures, five figures
23 in the subsequent column in the same row, that
24 I believe one is 55 percent, one is 60
25 percent, one is 85, one is 70 and the next one

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1 is 65 percent. Where did those figures come
2 from when you created this document?

3 MR. WALLENDER: Object to the
4 form.

5 A I had a general knowledge from Robert
6 Purser and from Mel and from Sonny in 2008
7 what our yearly profit margin had been. This
8 was nothing more than a place holder, an
9 estimate on my end for what I guessed to be
10 the yearly overall profit margin for the
11 company on sales that year based on
12 conversations that I had with senior
13 management.

14 Q Okay. The amounts of the sales under
15 the column that is entitled Total Contract
16 Value, where did you obtain that data?

17 A That data came from Quickbase. And the
18 data in Quickbase came from our Contracts
19 Administrator.

20 Q The column entitled Notes, the last
21 column on the chart, where do those notes come
22 from and what do they represent?

23 MR. WALLENDER: Objection, form.

24 A They are my notes that I have inserted.
25 There is information about contract, time

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1 period, perhaps product -- looks like that's
2 what we've got on that, "notes".

3 Q Do you have in your possession or did
4 you ever have an executed End-User Referral
5 Form for any of the companies or sales that
6 are listed under the column entitled
7 Opportunity Title?

8 MR. WALLENDER: Objection to the
9 form.

10 A We did not have End-User Referral Forms
11 at the time of these sales. So, no, I do not
12 have the End-User Referral Forms.

13 Q The first opportunity is 550 West
14 Washington Property, LLC. What was the nature
15 of that transaction?

16 A I received an e-mail from the architect
17 who is associated with that building. It was
18 a LEED credit.

19 Q What is a LEED credit?

20 A A LEED is a U.S. Green Building
21 Counsel.

22 Q L-E-E-D?

23 A L-E-E-D. A simple e-mail saying we
24 need to get some REC's for this property. We
25 want to get LEED certified. I said no

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1 problem, did a proposal request form to Sandi
2 Johnson, received that back, and sent it on to
3 the customer; they purchased.

4 Q Was anyone else involved in that
5 transaction besides yourself and Sandi
6 Johnson?

7 A Valerie Christopher would have been on
8 the contract end.

9 Q There are looks like five entries for
10 Allsteel Incorporated. Can you describe your
11 interactions with Allsteel for each one of the
12 transactions?

13 MR. WALLENDER: Object to the
14 form.

15 A Allsteel came to me in a similar
16 fashion as the first lead in that I received
17 an e-mail from a representative of the company
18 inquiring about REC's. The first purchase was
19 a very, very small purchase, I think 12 REC's
20 for a product line, and then there were just
21 subsequent e-mails, subsequent requests. My
22 original contact had moved onto a different
23 position, I got another e-mail that says, "My
24 field says you're the guy to talk to." So
25 that was one comment. So once you had an

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1 existing contract, you could execute another
2 purchase order potentially off an existing
3 contract, or you could look and enter into a
4 new contract, so it may or may not require a
5 proposal, may or may not require pricing or
6 may or may not require a new contract.

7 Q Was anyone else at Sterling Planet
8 involved with the interactions with Allsteel?

9 A Valerie Christopher from a contractor's
10 perspective.

11 Q Were there any other Sterling Planet
12 employees that received e-mails from Allsteel
13 representatives or that sent e-mails?

14 MR. WALLENDER: Objection, form.

15 A I don't recall exactly. It's possible
16 in every example that there will be multiple
17 communications from multiple Sterling Planet
18 employees. We were bifurcated in sales and
19 supply, and we had distinct roles on the sales
20 side. So there may be an e-mail from me an a
21 customer or from a customer to me. And the
22 next e-mail may be from Sandi Johnson who was
23 in charge of proposals. She may have sent a
24 proposal. There may be another e-mails from
25 Val. That is Val sending the contract. It's

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1 quite possible for every single one of these
2 that each of those unique responsibilities be
3 reflected in an e-mail to the customer.

4 Q Next account, American Council on
5 Renewable Energy, ACORE, can you describe how
6 that transaction came about?

7 A We had a long-standing relationship
8 with ACORE. We were a member of that trade
9 association. I don't recall whether the
10 e-mail came to me or whether it came to Mel --
11 may have come to both of us. Um, I do recall
12 an e-mail from Mel saying get the pricing to
13 him as soon as we can, he is a board member.
14 We wanted to make sure we were responsive.

15 Q And responsible?

16 A And that.

17 Q Mel was a board member of ACORE?

18 A Yes. I did committee work for them. I
19 knew a number of people there.

20 Q Did Mel tell you that you would receive
21 a commission for your assistance with the
22 ACORE account?

23 A No.

24 Q What about for Allsteel?

25 A Mel wasn't even involved with Allsteel.

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1 Q Did he tell you that you would receive
2 a commission for your work on that account?

3 A No.

4 Q What about 550 West Washington
5 Property?

6 A No.

7 Q Did he tell you you would receive a
8 commission, explicitly say you would receive a
9 commission for any of your work on the
10 Opportunity Title listed in the columns to
11 your letter?

12 MR. WALLENDER: Objection, form.

13 A When I closed Mohawk Paper, Mel told
14 me, "Good job. You keep this up, you will be
15 a rich, rich girl."

16 Q Did he say you would get commissions
17 from this?

18 A No, but he told me I would be a rich
19 girl.

20 Q That was for?

21 A Mohawk Paper.

22 Q Was that a verbal conversation?

23 A Yes.

24 Q There are two entries for Clean
25 Currents. Can you describe those

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1 transactions?

2 A Yes, there is a distinction between
3 Clean Currents. When they sell to a customer
4 as an agent of ours, as an strategic partner
5 of ours, then they just bought REC's from us
6 separate. And these were two transactions
7 where Gary Skulnik contacted me and said, "I
8 need to buy some REC's."

9 Q Was Gary Skulnik an agent of Sterling
10 Planet?

11 A I don't recall whether the contract was
12 with Gary Skulnik or Clean Currents.

13 Q Either Gary or Clean Currents acted as
14 an agent for Sterling Planet?

15 A Yes.

16 MR. WALLENDER: Objection, form.

17 Q Dupli Envelope, can you describe that?

18 A Dupli was a referral from George
19 Millner at Mohawk Paper. I went and met with
20 Kemper Matt, I pitched him on REC's, he loved
21 the idea, and he purchased.

22 Q You had an in-person meeting with their
23 representative?

24 A In that case, yes.

25 Q Did you have an in-person sales pitch

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1 with representatives from any of the other
2 names listed under the opportunity column?

3 MR. WALLENDER: Object to form.

4 A I met in person with a core staff, I
5 met in person with the current staff. Most of
6 the others that we have gone over so far were
7 via e-mail and/or phone.

8 Q ACORE, Clean Currents and Dupli?

9 A Dupli.

10 Q Did you have to travel outside of New
11 York or to a different city in order to meet
12 with those individuals?

13 MR. WALLENDER: Object to form.

14 Q ACORE, Clean Currents and Dupli?

15 A Yes.

16 Q What kind of travel was involved for
17 ACORE?

18 A Washington, D.C.

19 Q What about Clean Currents?

20 A I believe I met with them in
21 Philadelphia at a conference. We -- I may
22 have met with them one other time in New York
23 City. That's -- I'm not certain if that's the
24 correct location for them.

25 Q What about Dupli?

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1 A They are in Syracuse, New York.

2 Q Did you travel to Washington, D.C. for
3 the express purpose of meeting with ACORE to
4 sell them energy credits?

5 A Not for the express purpose.

6 Q Did you travel to Philadelphia for the
7 express purpose of selling Renewable Energy
8 Credits?

9 A Not for the express purpose.

10 Q What about Dupli?

11 A Yes, for the express purpose of selling
12 them REC's.

13 Q Were there any other companies on this
14 list that you met with in person for selling
15 them REC's?

16 MR. WALLENDER: Object to the
17 form.

18 A I met in person with Mohawk Paper. I
19 met in person with Lonnie Canave at Nike. I
20 certainly have met in person with Pepsi and
21 Intel. I met in person with RBS, I have met
22 in person with Rutherford, I have met after
23 the sale with Suffolk County.

24 Q From Mohawk Paper who did you meet with
25 and who did you meet with at -- that is

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1 compound. Who did you meet with at Mohawk
2 Paper?

3 A I met with George Millner and with
4 Michelle whose last name escapes me right now.

5 Q Where did you meet with them?

6 A In their corporate headquarters in
7 Cohoes.

8 Q Is that in New York?

9 A Yes.

10 Q How do you spell that?

11 A C-O-H-O-E-S.

12 Q Did you travel there for the express
13 purpose of selling them Renewal Energy
14 Credits?

15 MR. WALLENDER: Object to the
16 form.

17 A Yes.

18 Q Do you know if Mohawk Paper was a
19 customer or if they had a relationship with
20 Sterling Planet prior to your interaction with
21 George Millner and Michelle?

22 MR. WALLENDER: Object to the
23 form.

24 A Yes, Mohawk Paper was an existing
25 customer sold by Bob Maddox originally.

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1 Q Were you introduced to anyone at Mohawk
2 Paper by any Sterling Planet employee?

3 MR. WALLENDER: Objection to the
4 form.

5 A I was asked by Mel to be the account
6 rep for Mohawk. There was a third party
7 involved in providing energy to Mohawk. I was
8 introduced to that third party by Mel. My
9 relationship with George was my own.

10 Q From Nike who did you meet with for
11 that transaction?

12 A Nike. I met with Lonnie Canave. It
13 was not exclusively for a sale. He was a
14 presenter in the program we were producing,
15 and on another occasion he was an attendee at
16 a conference I was at. Or I should say
17 actually he was an attendee and I made the
18 time to go meet with him, because he was in
19 Saratoga.

20 Q Were any other Sterling Planet
21 employees or agents involved in the
22 relationship with Nike?

23 MR. WALLENDER: Object to the
24 form.

25 A I believe the history with Nike -- it's

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1 one of the oldest customers -- was Mel was the
2 original sales rep. You could say that about
3 every single, solitary sale. There was no
4 other sales rep. And then when we brought
5 additional business development personnel on
6 staff, those leads were then transferred to
7 sales reps. And the initial transfer was to
8 Greg Chambers. He was in the Western Region.
9 Nike is in Oregon. When Greg Chambers was
10 fired, I was then given Nike. I was given
11 Nike, not because I lived in California, but
12 because it was an strategic account.

13 Q What types of activities did you engage
14 in in order to manage the account?

15 A Some customers are easy, some customers
16 need more attention. So it could be as simple
17 is an a month before the contract ends you
18 ding them, ask them if they want to renew. It
19 could be as simple as you were lucky enough to
20 have them as a customer and they bought before
21 and they buy again and you get the sale. Or
22 it could be a lot of work.

23 Q Just depends on the customer?

24 A Depends on the customer, depends on the
25 customer's needs, depends on how big they are,

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1 the market, the drivers for the purchasing,
2 how important it is for the customer. You
3 know, mine were very, very complex contracts.
4 These were not inordinately time-consuming
5 sales transactions. They may have a long
6 sales pipeline, but they were pretty
7 straightforward transactions.

8 Q What does a long sales pipeline mean?

9 A It may take a long time for a customer
10 to decide to purchase depending on what their
11 starting point is.

12 Q Okay. Is that like a forecast?

13 A No, it's less that than it is what
14 shade of green they are. Are they very light
15 green , and they're new to the market? Dupli
16 is an example of a customer who didn't know
17 what a REC was. And then you had very
18 sophisticated customers like CISCO or UBS or
19 Mohawk Paper, clearly Intel and Pepsi, who had
20 much more rigorous hurdles and questions and
21 needs.

22 Q Of this list under the column entitled
23 Opportunity Title, can you identify the
24 customers here that were new customers at
25 Sterling Planet when you made a transaction as

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1 opposed to having some type of existing
2 relationship with the company?

3 MR. WALLENDER: Object to the
4 form.

5 A 550 West Washington was new, Allsteel
6 was new, ACORE was a new customer. Eagle
7 Envelope was a new customer. Dupli was a new
8 customer, Eastwood Litho was a new customer,
9 Grossman was a new customer, Hamilton was an
10 existing customer, Hartwick was an existing
11 customer. Intel was an existing customer from
12 what I'm claiming. Larsen was new. Mohawk
13 was new, although the contract was extended
14 and they made additional purchases. Navalys
15 was new. Nike was existing, although the
16 contract was extended and they made additional
17 purchases. Parks and Rec, I think, was
18 existing -- I think that was existing. OCC
19 was new. Pepsi was an existing contract.
20 Quartier was an existing contract. RBS was
21 new. Rider was existing. Rutherford was new.
22 Saratoga was new, Sheer Color was new, Star
23 Litho was new, Suffolk County was new, Beacon
24 Institute was new, Stop & Shop was new, United
25 Jewish Federation was new.

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1 Q Going back to Pepsi you said you
2 traveled to meet with them. Who did you meet
3 with at Pepsi?

4 A I met with, again, not for the express
5 purpose of selling a REC in that meeting. I
6 traveled, I met for the first time Paul Auger
7 in September or October 2007. I met with Rob
8 Schassel, who was out of their Texas facility,
9 in 2008. I talked with marketing people and
10 other folks in relation to speaking and
11 branding and marketing and donations. I spoke
12 with on the phone with Frito Lay
13 representatives, with Quaker representatives
14 about white tags. I spoke with --

15 Q These are all part of Pepsi -- sorry.

16 A Yes. Yes. Again, they were an
17 existing customer.

18 Q Do you know who the previous account
19 manager for them was?

20 A Alan Zox.

21 Q Was that an employee or an agent?

22 A Z-O-X. He was an agent. Then Mel took
23 over that account.

24 Q Intel, how were you introduced to
25 Intel; who was your contact at Intel?

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1 A Marty Sedler.

2 Q How were you introduced to Marty?

3 A The first time I was introduced to
4 Marty was in February of '08. It was in
5 Phoenix. Mel and I met with Marty and with
6 Dave Stangas, who is another Intel
7 representative. It was just prior to the
8 announcement of the first sale, and it was a
9 conversation about marketing the sale,
10 communicating the sale, the challenges with
11 Green-e. It was a discussion about energy
12 efficiency certificates. I had e-mail
13 conversations with Marty, either directly or
14 via e-mail when he had questions about the
15 impact of the FTC involvement in green
16 marketing claims, whether he needed some
17 market data. We spoke -- I spoke with Marty
18 on the phone in the summer of '08 when Mel
19 told him I'm taking Joe away from you and you
20 get Kelly. And after that telephone call,
21 Marty would, you know, ding me every once in a
22 while with some information. I saw him at
23 conferences -- again, an existing customer
24 that I was instructed by Mel to have an
25 ongoing relationship with and to take over

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1 management of that account.

2 Q The first meeting you had with Marty,
3 what type of discussion did you have about
4 announcing the sale or how to market a sale?

5 A Most of the work around what Intel was
6 doing internally has been decided by Intel.
7 The discussion was around a smallish Wall
8 Street Journal ad that was going to go out to
9 press, but that Marty also wanted to have
10 follow-up discussion about how they maximize
11 their press exposure.

12 Q Do you know why Marty chose to have you
13 in that meeting? Did you have expertise in
14 that area?

15 A I had expertise in the area around
16 claims. Again, within a knowledge of that,
17 I'm sending information to Jo-Ann Marcus about
18 the FTC, and the risk about bad claims around
19 green products in the market place. Part of
20 the meeting and one of the reasons I was in
21 that meeting was also to have a discussion
22 around energy efficiency certificates.

23 Q Did Sterling Planet ever sell energy
24 certificates to Intel to your knowledge?

25 A Not to my knowledge, no.

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1 Q Those are white tags, correct?

2 A Yes.

3 Q Is that a term that was trademarked or
4 created by Sterling planet?

5 A It is a trademark, a registered
6 trademark, the term "white tag".

7 Q If the sale to Intel had already been
8 made prior to meeting, why are you contending
9 you are entitled to a commission to that sale?

10 MR. WALLENDER: Objection, form.

11 A I don't claim commission for the 2008
12 sale. I claim commission for the 2009
13 reporting year.

14 Q Who else was involved in the
15 relationship with Intel?

16 A Everybody in the company. I think at
17 one point it was a market-making sale. It was
18 the most important customer in the market.

19 Q Was Mel heavily involved in the Intel
20 deal?

21 MR. WALLENDER: Object to the
22 form.

23 A In the initial sale that was announced
24 in February, March of 2008, yes.

25 Q Was Joe Barclay involved?

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1 A Yes.

2 Q Was Sonny Murphy involved?

3 A I imagine from an strategic or pricing
4 perspective, any deal that large, any customer
5 that important, Sonny would have participated
6 in internal discussions.

7 Q The 2009 amount which you are claiming
8 you are entitled to commissions on, can you
9 describe how that came about or how it's
10 different from the 2008 sale?

11 MR. WALLENDER: Object to the
12 form.

13 A Intel, while a customer -- and whenever
14 you have a customer, you have to keep a
15 customer -- so while there was a sale in 2008,
16 there is not a guarantee of a sale in 2009.
17 So part of why Mel directed supply, Joe
18 Barclay and Ron Mitchell having been involved
19 in the close of the sale and a continued
20 contact to Marty, was that he wanted a
21 business development focus. He wanted a
22 broader focus. He wanted me, in particular,
23 to manage that relationship, to be involved in
24 that relationship. You got to keep your
25 customers. That was my role.

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1 Q Did Mel ever tell you that you would
2 receive a commission for your assistance in
3 the Intel account?

4 A No.

5 Q RBS, who did you meet with at RBS?

6 A Our original contact was John Queenin.
7 John was a classmate of mine at RPI. The
8 original contact was with UBS. John was the
9 sustainability manager at UBS. He left UBS,
10 he went to RBS, and he took on similar
11 responsibilities at RBS. So we had initial
12 conversations in his role at UBS and when he
13 moved to RBS, he contacted me directly. He
14 said, "I changed, we're going to buy. Heads
15 up, get ready. Here's what I think we are
16 looking at."

17 Mel and I met with John in Connecticut,
18 oh gosh, in the spring maybe of 2008 -- I
19 think just when John had started there --
20 discussed high level kinds of issues. We are
21 a going to be doing this -- not details of an
22 exact transaction, but a heads up that they
23 were doing it. From that point on John
24 just -- John and I communicated about it's
25 coming and coming, and then once the RFP was

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1 put out in the street -- I think her name was
2 Sandra Corin was the, was the proposal RFP
3 point of contact for RBS during that process.
4 She was my primarily contact then.

5 Q Was anyone else involved in the RBS
6 sale besides yourself and Mel Jones?

7 MR. WALLENDER: Objection to the
8 form.

9 A Bob Maddox assisted me at one point
10 because RBS was interested in the Connecticut
11 Clean Options Program. Bob managed that
12 program. I needed to enlist the assistance of
13 Joe Barclay in the supply team because they,
14 RBS, prior to deciding to go with Connecticut
15 Clean Options wanted to know specific supply.
16 So I needed to enlist my supply team in order
17 to provide those details. I was generally the
18 direct point of contact, the conduit to that
19 claim.

20 Q Who did you meet with at Rutherford?

21 A The original request came from Steve
22 Meyers, who I have known for a long time. He
23 was a board member at EBA.

24 Q Was that a request from an RFP or was
25 that a direct communication?

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1 MR. WALLENDER: Objection to the
2 form.

3 A It was a direct communication.

4 Q Was anyone else involved with
5 Rutherford?

6 MR. WALLENDER: Object to the
7 form.

8 A I was involved with a proposal, and
9 supply staff would have been involved to
10 complete the sale.

11 Q Who did you meet with at Suffolk
12 County?

13 A Suffolk County was another utility
14 program, so it was -- there were some internal
15 staffers at the department. I, I --honestly
16 at this point, I don't even remember what the
17 guy's name was. They made the transaction,
18 they made the decision to buy through the LIPA
19 program. SO most of the discussion was how do
20 you deliver on the LIPA program, how do you
21 get the paperwork right and sign off through
22 the LIPA program. I got to shake hands when I
23 met in person with the staffers, including the
24 chairman of LIPA, Richie Kessel and the County
25 Executive, Steve Levy, the day we made the

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1 announcement.

2 Q What is LIPA?

3 A Long Island Power Authority.

4 Q You said this was a utility program.

5 Can you describe how they would purchase

6 REC's?

7 Sorry, I will rephrase that. Was
8 Suffolk County purchasing REC's to provide to
9 its utility customers or for itself?

10 A Suffolk County was purchasing for
11 itself through an existing green power program
12 operated by the Long Island Power Authority.
13 We were awarded part of their electricity
14 usage to green up and our competitor,
15 Community Energy, who was also a retailer in
16 the LIPA program, was awarded a larger
17 percentage of the sale. We both, Community
18 Energy and Sterling Planet, were at the press
19 release, the press event to announce the
20 purchase.

21 Q The amount that is listed on the
22 attachment to your letter we have been
23 reviewing, under the total contract value
24 column is \$500,000 for Suffolk County. Where
25 did you obtain the figure?

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1 A That figure would have been attained
2 through one of two places, either -- and in
3 every case, an actual contract or an import
4 from an Excel spreadsheet. So this would have
5 come from a contract, from paperwork in that
6 contract file, that I went through every
7 contract, every sales contract we made when we
8 started Quickbase. That number may be a life
9 long number, it may be -- it's an ongoing
10 purchase. They purchase monthly. It's part
11 of their regular electricity useage. It's a
12 different kind of contract.

13 Q If a customer entered into a contract
14 but never paid Sterling Planet, do you think
15 you were still entitled to a commission?

16 A The employment contract doesn't specify
17 Sterling Planet being in receipt of funds, so
18 I don't, I don't know what the answer to that
19 question would be. If the answer to that
20 question is no, that I wouldn't be eligible
21 for commission because they hadn't received
22 payment from a vendor, then the contrary would
23 be true, that there would be no supply cost if
24 they didn't pay for supplies. So,
25 practically, I imagine that was the spirit or

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1 intent of commissions. You get paid by your
2 customer before the sales rep gets paid.
3 That's how I have always done it before, but
4 there's no detailed description of what it
5 means, whether it's a contract or whether it's
6 a payment from the customer.

7 Q In the lawsuit in your claim against
8 Sterling Planet for customers that either
9 cancelled their contracts or did not pay,
10 would you still claim to be entitled to a
11 commission for those transactions?

12 MR. WALLENDER: Object to the
13 form.

14 A I think it would depend on the
15 circumstances of that situation. But, in
16 general, you know, again the spirit would be,
17 you got paid, I got paid. That's what we
18 required for our agents when we paid them
19 commission, that we had received payments from
20 our customers. That seems fair, but I don't
21 know what the policy is.

22 Q I'm not asking you about the policy.
23 I'm asking whether or not you claim a
24 commission for any transaction that did not,
25 that was never finalized or payment was never

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1 made.

2 MR. WALLENDER: Objection to the
3 form.

4 A I'm unaware of any such circumstance,
5 so I can't say. I'm not knowingly claiming
6 commissions for sales that Sterling Planet did
7 not receive payment for.

8 Q If in Discovery it's revealed Sterling
9 Planet did not receive payment for any of the
10 transactions, would you claim entitlement to
11 the commission nevertheless?

12 MR. WALLENDER: Objection to the
13 form.

14 A I would have to seek advice of my
15 counsel.

16 Q Okay, I think that you can answer "I
17 didn't know" to that question.

18 MR. WALLENDER: Objection to the
19 form. She has answered the question.

20 MR. COSTYN: I think I'm
21 entitled to a yes or no. I'm asking
22 what she is seeking in the lawsuit,
23 whether or not she will seek or is
24 entitled to commissions.

25 MR. WALLENDER: The question has

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1 been answered and any conversation had
2 with counsel is privileged.

3 MR. COSTYN: All right. For the
4 record, I disagree that that was an
5 appropriate answer.

6 BY MR. COSTYN:

7 Q Going on to Intel, the amount that you
8 listed for the 2009 Intel bill under the Total
9 Contract column was \$5,154,760. I know you
10 have already told me where you obtained the
11 amount, but, specifically for the Intel deal,
12 how did you arrive at that figure? Where did
13 you obtain the information to put on this
14 chart that you created to support your
15 contention that that sale was for \$5,154,760?

16 MR. WALLENDER: Object to the
17 form.

18 A That figure was found in Quickbase.

19 Q Do you know who inputted that figure
20 into Quickbase?

21 A I did.

22 Q Where did you obtain that figure in
23 order to input it into Quickbase?

24 A That figure was obtained from the
25 Sterling Planet invoices sent to Intel that

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1 was in the customer file.

2 Q Do you have any knowledge as to whether
3 or not Intel ever paid Sterling Planet
4 \$5,154,760?

5 A I do not know whether payment had been
6 received. It may have been received before I
7 left or may have been received after I left.
8 They were invoiced before I left.

9 Q Is that amount \$5,154,760 the amount
10 that is specified in the contract with Intel?

11 MR. WALLENDER: Object to the
12 form.

13 A It is not.

14 Q We covered the companies that you say
15 you visited in person, which I believe is
16 ACORE, Clean Currents, Dupli, Mohawk, Nike,
17 Pepsi, Intel, RBS, Rutherford and Suffolk
18 County. To your recollection is that an
19 accurate list of the companies you visited in
20 person or where you met with a representative
21 of in person?

22 MR. WALLENDER: Objection to the
23 form.

24 A I -- it's -- I have met many of the
25 reps of the companies listed on this sheet. I

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1 had a relationship with them. If the
2 questions were those the companies that I
3 visited expressly, explicitly to close a sale,
4 or to forward a sale, that seems to the best
5 of my recollection to be accurate. For the
6 record, it doesn't mean I never met with any
7 of the other customers in one form or another.

8 Q Understood. I have a few more to cover
9 here. Eagle Envelope Company, can you
10 describe that transaction?

11 A The Eagle sales opportunity came from
12 two places, really. Mohawk Paper, George
13 Millner, and it came from Energy Next, which
14 was the group working closely with Mohawk
15 Paper. There was an aggregator for us.

16 Q What is an aggregator?

17 A Again, an aggregator is a business
18 entity in the market that has an ancillary
19 complementary product or service. They want
20 to have the option of selling a REC. They
21 come to us to sell REC's for customers. Eagle
22 had a relationship with George Millner. You
23 will notice that there are a number of
24 different paper companies. Mohawk Paper is a
25 big advocate for its supply chain to be green.

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1 We had -- I had a very good friend in George
2 Millner.

3 Q Eastwood Litho Incorporated, can you
4 describe that transaction for me?

5 A Eastwood Litho. I may -- with the
6 paper companies, I may confuse whether they
7 came from Dupli or whether they came from
8 Mohawk. Frankly, if they came from Dupli they
9 originated from Mohawk.

10 Q When you say "came from," you mean as a
11 referral?

12 A Yes. So Dupli -- if I'm not mistaken,
13 I believe Eastwood came from Dupli. Andrew
14 contacted me directly, said, I'm interested,
15 what do I do?

16 Q Were any other Sterling Planet
17 employees involved in that sale?

18 A Yes, Sandi would have prepared the
19 proposal and Val would have prepared the
20 contract.

21 Q What is the E-4 2006 Conference?

22 A E-4 was an annual conference that was
23 presented by the Environmental Business
24 Association, and I sold to them REC's in lieu
25 of some sponsorships. So their sponsorship

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1 was valued at \$2500. We paid \$2500. It was a
2 swap payment. I can't remember the details of
3 the contract and I don't remember seeing the
4 contract itself in the discovery documents,
5 but it was a sale, was partially a sale and
6 was partially for sponsorship. It was a
7 strange kind of -- but at the end of the day,
8 you know, it was a \$2500 value.

9 Q So if the REC's hadn't been provided,
10 then the company would have had to pay \$2500
11 to attend the conference; is that correct?

12 A I may have been more than that. Again,
13 the paperwork was not in there.

14 Q Grossman Marketing Group, can you tell
15 me about that transaction?

16 A Grossman was another lead that came to
17 me via George Millner at Mohawk Paper, and Ben
18 Grossman contacted me and he purchased REC's.

19 Q Was anybody else in Sterling Planet
20 involved in that transaction?

21 A I imagine it was Sandi in Proposals and
22 Val in Contracts.

23 Q We have two rows we have been
24 discussing with Hamilton College; can you
25 describe those transactions?

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1 A Yes, that is an example of a customer
2 that was a preexisting customer to me. I was
3 assigned Hamilton College. In essence,
4 everything in New York, New Jersey, the
5 northeast, plus certain strategic accounts
6 with white tags or carbon interest were given
7 to me. And Hamilton College was one given to
8 me. That is one that the sales team gets
9 lucky, a sales rep gets lucky, once in awhile
10 gets lucky, gets a customer that keeps on
11 buying, and you don't have to do too much with
12 the customer.

13 Q Do you know who the person was with
14 Hamilton?

15 A I don't know. It may have been a house
16 account, could have been Joe Barclay or could
17 have been Mel Jones in the first sale.

18 Q What about Hartwick College, Pine Lake
19 Environmental Campus; can you describe that?

20 A Hartwick was another that I believe had
21 been an existing customer, or we may have had
22 a proposal to them. They were a target, a
23 prospect, if they weren't already a customer.
24 They were heavily involved in AASHE, in
25 essence, sustainability initiatives for higher

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1 education. I had seen an article and did
2 outreach to the sustainability director at the
3 Pine Lake campus. It was a year later they
4 actually bought. But the initial contact was
5 me saying, you are doing great work, are you
6 interested in buying some REC's? And then
7 they did come back eventually and buy some
8 REC's, and it was a different person that came
9 directly to Sterling Planet.

10 Q Do you know who targeted them or dealt
11 with them prior to you being assigned to
12 Hartwick?

13 A I don't.

14 Q How about Larsen Engineers? Can you
15 describe that transaction?

16 A Larsen was a New York State company, a
17 small sale that came to us via an agent
18 relationship, both Larsen and Navalis. I
19 think that might have been the only --

20 Q Do you know what agent that was?

21 A Bill Bastuk, B-A-S-T-U-K.

22 Q B-A-S-T-U-K?

23 You said he was involved with Larsen
24 and Navalis?

25 A Yes.

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1 Q How about N-Y-S O-P-R-H-P, what does
2 that stand for?

3 A New York State Office of Parks,
4 Recreation and Historic Preservation.

5 Q Can you describe how that transaction
6 came about?

7 A That was Executive Order 111
8 transaction. I have a professional
9 relationship with Mike Wise, W-I-S-E, who is
10 there, and he contacted me to buy some REC's
11 to meet compliance for Executive Order 111.

12 They may have been a preexisting
13 customer. I'm not sure about that.

14 Q How about the -- I will probably
15 pronounce this wrong -- Onondaga Community
16 College?

17 A Onondaga Community College is a similar
18 example to the other colleges in New York
19 State who had been customers who I was
20 assigned to because they were in New York
21 State.

22 Q Do you know who the agent/manager was
23 for Onondaga prior to you?

24 A I do not.

25 Q We already talked about Pepsi, didn't

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1 we. Quartier Printing, tell me about that.

2 A Quartier is another New York State
3 company that was in my region, in my territory
4 and was my customer.

5 Q Was that a preexisting customers of
6 Sterling Planet?

7 A Not that I'm aware of, no.

8 Q Was it a referral from one of the other
9 paper companies?

10 A That one was not that I'm, that I'm
11 directly aware of.

12 Q Was any other employee of Sterling
13 Planet involved in the sale to Quartier?

14 MR. WALLENDER: Object to the
15 form.

16 A The proposal team and the contracts
17 team, which is part of the process of making a
18 sale.

19 Q Tell me about your relationship with
20 Rider University.

21 A Rider was made aware -- I was made
22 aware of Rider by John Cusack, who was my
23 board president at Environmental Business
24 Associates, who was involved in a consortium
25 of colleges and universities in New Jersey and

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1 he passed along a reference, a name, and I
2 reached out to her. And, again, this is
3 similar to the Hartwick example where you may
4 have a contact, a relationship with one member
5 of an institution, and the sale and the final
6 request comes from purchasing or some other
7 part of the institution. And, again, it was
8 my region.

9 Q Do you know if they were a preexisting
10 customer of Sterling Planet?

11 A I don't think so, but I am not certain
12 about that.

13 Q Can you describe the transaction with
14 the Saratoga County Chamber of Commerce?

15 A I had a meeting with Gordon Boyd, who
16 was our Energy Next partner, and I had another
17 meeting with another company, Aztech
18 Technologies, who both recommended that I
19 contact the Chamber, that they would be
20 interested in buying REC's.

21 I talked to the Chamber fairly
22 extensively about creating a program to drive
23 down to their members, but it just didn't go
24 anywhere. But they at least purchased a
25 modest amount. They don't have a lot of

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1 useage

2 Q Can you describe the transaction with
3 Sheer Color Printing?

4 A Both Sheer and Star Litho were part of
5 the Grossman Marketing Group. When I spoke to
6 Ben at Grossman, I said, can you be George
7 Millner in your group? Do you have additional
8 partners, venders you can bring and create a
9 little green purchasing program of your own?
10 So he did. He brought in Sheer and Star and
11 talked to them. They purchased at the same
12 time Grossman did.

13 Q Can you describe the transaction with
14 the Beacon Institute?

15 A Beacon was a small sale that came -- oh
16 gosh, did that come from George? I don't
17 recall whether that came from Gordon at Energy
18 Next or whether that was somebody I met at a
19 conference to be quite frank. It was a very
20 straightforward transaction. They called the
21 office in Atlanta. It was in New York; I got
22 it.

23 Q So that one was handed to you by Mel
24 because of your location?

25 MR. WALLENDER: Objection to the

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1 form.

2 A It was not handed to me by Mel. It was
3 assigned to me in Quickbase, because I was New
4 York and I had New York customers.

5 Q Did the original call from Beacon come
6 to Atlanta?

7 A I don't know whether the original call
8 came to Atlanta. Whether it came to me and I
9 called Atlanta, I don't remember a lot of the
10 detail of that transaction, frankly.

11 Q All right. Can you describe the Stop &
12 Shop - Kennebunk store transaction?

13 A That inquiry came to me from Paul
14 Grenier asking if I was the appropriate person
15 to help him with REC's. I said yes, and he
16 purchased for the opening of the new store in
17 Kennebunk.

18 Q Do you know how Paul obtained your
19 contact information?

20 A I don't know who referred Paul to me.
21 I was in the market, could have come from any
22 resource.

23 Q Finally we have the United Jewish
24 Federation of Northeast New York. Can you
25 describe that transaction?

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1 A That was an Energy Next, Gordon Boyd
2 referral along the lines of the Chamber's.
3 "We got a couple of people I think you should
4 talk to" -- they bought.

5 MR. COSTYN: Do you have I have
6 interest in breaking for lunch?

7 MR. WALLENDER: Sure.

8 (Luncheon recess. The
9 deposition continued at 1:41 p.m.)

10 BY MR. COSTYN:

11 Q Ms. Bennett, I will hand you what has
12 been previously marked as Plaintiff's exhibit
13 number 4. Do you recognize these documents,
14 Ms. Bennett?

15 A Yes.

16 Q Can you describe what they are?

17 A These are the Exhibit A documents to my
18 Employment Contract, which were the initial
19 leads that were given to me by Mel and a Word
20 document form as an End-User Referral Form.

21 Q Is this the entire set of End-User
22 Referral Forms given to you by Sterling
23 Planet?

24 A This is 57 leads. I do have the
25 original Excel spreadsheet in front of me. I

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1 didn't remember -- I wouldn't be able to
2 remember all 57, but it looks to be from what
3 I can tell fairly complete.

4 Q The center area of each one of these
5 forms where it says the column entitled
6 Product Type that's next to the column
7 Commission Percentage, what does that mean and
8 why are those two columns aligned?

9 MR. WALLENDER: Object to form.

10 A The Product Type indicates the product
11 that we would offer, that Sterling Planet
12 would offer, and the commission is the
13 commission percentage per each product type.
14 And if checked, then that prospect would be
15 eligible, I would be eligible as the sales rep
16 for that prospect to earn commissions if that
17 product type was sold to that customer.

18 Q The date of your signature is April
19 8th, 2006. Is it your recollection that that
20 is an accurate date that you signed this
21 agreement for each one of these?

22 A That seems to correspond with the time
23 period in which I was hired and got the first
24 batch of leads.

25 Q Is that your signature that appears on

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1 each one of these documents?

2 A Yes.

3 Q I will hand you what has been
4 previously marked as Plaintiff's Exhibit
5 number 5. If you will turn to the second page
6 down near the bottom is an e-mail from Lindsay
7 Roach, and you were included in the recipient
8 list. Do you recall receiving this e-mail and
9 the attachment that follows?

10 MR. WALLENDER: Take a moment to
11 review the exhibit.

12 MR. COSTYN: Yes, take sometime
13 to review it.

14 A What was your specific question? Could
15 you repeat it?

16 Q My question is do you recall receiving
17 this e-mail and the attachment that follows?

18 MR. WALLENDER: Just for
19 clarification --

20 MR. COSTYN: Sure.

21 MR. WALLENDER: Is this a
22 document that is produced in the
23 discovery? I don't see any
24 indication.

25 MR. COSTYN: Yes, this was

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1 produced in discovery. The copy we
2 have here does not have the Bate's
3 stamp on it.

4 MR. WALLENDER: Do you know what
5 the Bates stamp is?

6 MR. COSTYN: I can get that for
7 you and send it to you in an e-mail if
8 that's okay. I will make a note of
9 that.

10 A I don't remember receiving the e-mail
11 from Lindsay. I remember the conversation
12 about End-User Referral Forms and the
13 discussion at the business development
14 meeting, but without this in front of me,
15 without the documents produced, I wouldn't
16 have remembered that exact e-mail from
17 Lindsay.

18 Q Do you have any reason to believe that
19 you did not receive this e-mail?

20 MR. WALLENDER: Object to the
21 form. I would note for the record you
22 haven't produced this as a document
23 that has been provided in discovery by
24 identifying it in that way, so that by
25 itself is a concern that I have.

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1 MR. COSTYN: This document has
2 been produced in discovery. The
3 specific copy that has been used in an
4 exhibit in today's deposition does not
5 contain the Bates stamp number
6 indicating where it was produced, but
7 I will provide it to counsel after the
8 deposition.

9 Q Do you recall reviewing or ever seeing
10 the memorandum that was attached to the e-mail
11 on the last page?

12 A I recall seeing this as a part of -- I
13 don't. I don't. No, I don't recall seeing
14 this, this attachment.

15 Q Who is Lindsay Roach?

16 A Lindsay had been hired according to
17 this document as the Comptroller. I knew him
18 to be assisting Sonny with some internal
19 process, account payable documents. I think I
20 met him once. I don't think he was with the
21 company long.

22 Q Firsthand with this exhibit you
23 mentioned there was some type of board meeting
24 where the end-user forms were discussed. Can
25 you give me information about that meeting?

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1 MR. WALLENDER: Objection to the
2 form.

3 A I didn't say board meeting. It was a
4 business development call. I remember having
5 the discussions about process in general, and
6 End-User Referral Forms in our weekly business
7 development calls, in our BD calls.

8 Q Who all participated in these calls?

9 MR. WALLENDER: Object to the
10 form.

11 A It was our sales team, so those that
12 are listed on this e-mail would routinely
13 participate. There may be some participation
14 with other administrative staff or senior
15 management personnel, as appropriate. Mel, of
16 course. Greg led those calls after he was
17 hired.

18 Q What type of discussions were had
19 regarding use End-User Referral Forms during
20 those meetings?

21 MR. WALLENDER: Object to the
22 form.

23 MR. COSTYN: I will rephrase
24 that.

25 Q Do you recall the nature of the

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1 conversations about End-User Referral Forms at
2 any of the meetings that you described?

3 A The nature of the discussions around
4 End-User Referral Forms was hostile by the
5 sales team.

6 Q Can you explain what you mean by
7 hostile?

8 A We were inundated with paper, and we
9 had to do busy work to complete the forms.
10 They were handed to us in this form as you
11 have given me in Exhibit 4, and we were
12 expected to hand write each of those to
13 complete the form. We were expected to return
14 it with a handwritten, with the contact
15 information handwritten, completed. And there
16 was negative feedback to that.

17 I had a small number of leads in the
18 beginning. There were others that had two or
19 three or four times maybe the number of leads.
20 Greg Chambers, in particular, was upset by the
21 process, felt it was time-consuming and
22 cumbersome. In this meeting or one
23 thereabouts, the decision was made that we did
24 not have to hand fill out these forms, we
25 could electronically submit them in the Excel

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1 spreadsheets provided to us by Mel.

2 Q While you were employed by Sterling
3 Planet, did you ever make a request to Mel
4 Jones or to anyone else in the company to be
5 paid commissions?

6 A I had multiple conversations about
7 commissions. I had an assumption that I was
8 owed and would be paid commissions based on my
9 sales. I had conversations with Mel and
10 others, including Sonny and Robert Purser and
11 Mel, in particular, as I stated before, that I
12 was going to be rich if I kept it up. I had
13 an understanding of the process of how
14 commissions were calculated and when a sales
15 rep would be paid commissions. And that
16 involved two pieces of data. One was an
17 executed sales contract, and one was an
18 executed supply contract. It states it in my
19 employment contract. If there's not a known
20 supply cost, I can't calculate my net income.
21 And the way the process works for supplies,
22 that those known costs for supplies could come
23 a year, 18 months, 15 months after a sale. So
24 my first large sale is in June 2007. I might
25 not have been paid commissions on that until

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1 May 2008, depending on when we received
2 payment and when we bought supply to calculate
3 the income.

4 Q Did you ever make a specific request to
5 Mel Jones or anyone else at Sterling Planet to
6 be paid commissions?

7 A I had multiple conversations around
8 commissions. Mel said to me I would be taken
9 care of. I trusted Mel.

10 Q Did you ever make a specific request to
11 be paid commissions to Mel Jones or anyone
12 else?

13 A I had a contract, I expected to be
14 paid, and I assumed I would be paid on those
15 sales contracts.

16 Q Did you ever make a specific request to
17 Mel or anyone else at Sterling Planet to be
18 paid commissions?

19 A An exact amount paid commissions, I
20 don't recall a conversation, but I had plenty
21 of conversations regarding commissions.

22 Q Did you ever draft an e-mail or any
23 other correspondence requesting to be paid
24 commissions while employed at Sterling Planet?

25 A There was not, to my recollection, an

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1 e-mail demanding payment of commissions.

2 Q Was there any e-mail requesting payment
3 of commissions?

4 A I don't, I don't think I sent an e-mail
5 about my commissions.

6 Q Is there any reason why you did not
7 make a request, written or oral, to be paid
8 commissions while working for Sterling Planet?

9 MR. WALLENDER: Object to the
10 form.

11 A Did you ask me the reason that I
12 didn't?

13 Q Yes.

14 A There were -- the primary reason was
15 the process I just described. There was a lag
16 in a sale versus purchasing supply and knowing
17 net profit for that supply.

18 I also had a number of negative
19 interactions with the CFO around pricing. And
20 I was told, for example, that one of my
21 contracts was -- we are going to lose money on
22 the contract. I wasn't on the supply side,
23 didn't know about pricing. I didn't know if
24 he was right or wrong, but I certainly wasn't
25 going to make a demand for payment of

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1 something that my CFO was telling me was under
2 water.

3 Q Who was the CFO you are referring to?

4 A Robert Purser.

5 Q Do you remember the specific
6 transaction that you just described that was
7 under water?

8 A It was the Mohawk Paper contract.

9 Q By "under water" do you mean Mr. Purser
10 indicated the supply costs exceeded the sales
11 price of the contract?

12 A That's correct. And his concern was
13 driven by the new sales price in the contract
14 that I renegotiated, which was a decrease in
15 approximately two dollars a REC. He was very
16 concerned about supply costs. My response to
17 him was you will be able to make it up in
18 volume, and I will be the only one hurt
19 because I wouldn't be able to get commission
20 on it, I guess, then.

21 Q When you said make it up on volume?
22 What does that mean?

23 A It means that that sale was a hundred
24 thousand REC's. You were going to sell a
25 million REC's that year or five million REC's.

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1 If you lost on 100,000, you had a chance to
2 make it up on the other 900,000. And shortly
3 after that, we changed our prices and
4 increased our prices. You will see that
5 reflected in my spreadsheet.

6 Q During the time you were employed by
7 Sterling planet, were any of the agents who
8 did sales for the company paid any
9 commissions?

10 A I knew that Allan Zox had been paid
11 commissions, I knew that Charles Segerman had
12 been paid commissions, I knew that Bill Bastuk
13 and Gary Skulnik and John Mc Keller were
14 asking for commissions, and they were
15 ultimately paid some commission.

16 Q Did you ever take any action to insure
17 that an agent was paid their commission?

18 A Yes.

19 Q What action was that?

20 A For Charles Segerman I went through
21 every Quickbase record, went back to the sales
22 contracts, utilized Mel's Excel spreadsheet,
23 did not have an End-User Referral Form. There
24 was no End-User Referral Forms on any of the
25 sales that Charles Segerman executed. And I

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1 checked with accounts payable to see whether
2 we had received payment from those customers
3 on those sales and relied on Mel to provide to
4 me that supply cost to calculate Charles's net
5 profit and commission. And I did the same,
6 except that I didn't have the benefit of the
7 original Excel spreadsheet from Mel for -- and
8 it wasn't as complex -- for Gary Skulnik and
9 Bill Bastuk, and John Mc Gregor -- I'm sorry
10 Mc Keller. They had just a couple of sales.
11 But I, I went to Quickbase, I made sure the
12 record was in Quickbase, I made sure it was
13 closed. I printed those records, and attached
14 it with an Excel spreadsheet modeled after the
15 one Mel had created for Charles for each of
16 the three of them that I submitted to Accounts
17 Payable with a check request form so they
18 could be get paid.

19 Q Why did you did take those actions to
20 help them get paid?

21 A They had followed the required process
22 for agents, which was the Quickbase account
23 and records and payment by the customer. And
24 then we had to figure out how to deal with
25 supply costs. That was not a known cost

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1 sometimes, and that was a problem.

2 Q How was supply cost not a known cost?

3 A As I described the supply for the sales
4 for Charles's, as well, may not have been
5 purchased, or if it had, it might not have
6 been known. I couldn't match up that electron
7 from that product -- um, project with that
8 particular sale. So Rob Henry, in this
9 example, had, in essence, just created an
10 place holder value, an average that he felt
11 comfortable with using.

12 MR. COSTYN: All right. I will
13 show you what has been previously
14 marked as Plaintiff's Deposition
15 Exhibit 6. For the record, this is a
16 document that was provided in
17 DISCOVERY. Like the last exhibit, it
18 does not have a Bates stamp number on
19 this copy, however, after the
20 deposition, I will provide that to
21 counsel.

22 BY MR. COSTYN:

23 Q Ms. Bennett, do you recognize this
24 document?

25 A I do recall this discussion about Bill

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1 and Gary with Val. It reflects in writing the
2 process that I just described. That is page
3 one and two. I don't know who Kelly Keswick
4 is at the top of this page. I don't recognize
5 that name from any of the documents that you
6 have provided so I, I may have -- so that's an
7 issue. And the attachment, the Agent
8 Commission appears to be that Excel
9 spreadsheet that I just described that Mel had
10 created that I used to calculate commissions
11 for Bill with Larsen and Navalis, your page
12 four, which I don't ever recall seeing in your
13 discovery documents. But it -- I was asked at
14 one point to create a list of known agents.
15 This may be that list. I don't remember you
16 providing this to us, however.

17 Q Were there any other written
18 communications that you engaged in with the
19 company to insure an agent or anyone else was
20 paid commissions as owed to them?

21 MR. WALLENDER: Objection to the
22 form.

23 A There were, there were similar
24 discussions with a single sale, I believe,
25 that John Mc Keller closed. Then there are

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1 multiple e-mails between Mel and me and Gary
2 Skulnik and Charles Segerman regarding his
3 commissions.

4 Q You say that was Segerman and Skulnik?

5 A Yes.

6 Q While you were a Vice President in
7 Sterling Planet, did any agents report
8 directly to you?

9 A I managed the agent's program.

10 Q Can you describe what you did in that
11 role?

12 A I sent out a contract to them, I made
13 sure the contract came back in, I trained
14 them. If they needed training on the basics
15 of the industry, I trained them on the
16 specific products and services that we
17 offered. I trained them on Quickbase. I
18 explained to them the importance of Quickbase.
19 I assisted them with customers. I went on,
20 for example, the sales calls with Bill Bastuk
21 with Larsen and Navalis, met with them. I was
22 troubleshooting for them, took their
23 complaints and ultimately congratulated them
24 when they closed a sale and facilitated their
25 commission payment.

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1 Q During the time you were employed, did
2 you ever take any action to calculate or
3 estimate commission that you thought was owed
4 to you?

5 MR. WALLENDER: Object to the
6 form.

7 A I had a ballpark figure in my head not
8 knowing what a supply cost could be, not
9 knowing what the net profit might be and what
10 I thought I earned from a commission
11 perspective.

12 Q Did you have anything in writing to
13 calculate your commissions and what was due to
14 you?

15 A I had Quickbase. That is all in my
16 view that I needed, and I had executed sales
17 contracts.

18 Q In Quickbase the assistance you
19 referred to, does it have an input field or --
20 I'm trying to think how to describe this --
21 any type of field that has the word
22 "commission" in it where it contains
23 commission percentages for a particular sale?

24 A It does not have a commission field nor
25 does it have a supply price field.

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1 Q Did you ever take any action to
2 determine what the specifics of supply costs
3 were for any transactions for which you are
4 currently claiming to be entitled to
5 commissions?

6 A I did not take action to get the final
7 supply costs. Again, I knew from senior
8 management what the general overall profit
9 margin was, so I could in my head estimate
10 and, when appropriate, have the real number to
11 put in there. That real number was not
12 something I controlled, that I had access to,
13 not on the company drive, not in my job
14 duties. I had no access to supply contracts.
15 I had no supply contracts in my possession.

16 Q Did you ever request supply contract
17 pricing information in order to determine the
18 amount of commissions due to any of the agents
19 that you is supervised?

20 A I did not go to a single supply
21 contract. I did not have access to supply
22 contracts. I had access to the manager of
23 supply who had access to that information.
24 And when I needed that number in your exhibit
25 6, page three, and the agent commission

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1 spreadsheet, the unit cost of REC's in that
2 column was provided to me by Rob Henry based
3 on a calculations known only -- well, I don't
4 know only to him, but to him and not to me.

5 Q So whenever you needed to obtain
6 contract information, you would contact Rob
7 Henry?

8 A Or whomever. At this point it was Rob
9 Henry. Prior to this point, it could have
10 been Ron Mitchell, could have been Joe
11 Barclay. It could always be determined,
12 theoretically, so long as you had the supply
13 purchase, so long as somebody was willing to
14 give you that number.

15 Q When you requested supply contract
16 information from Rob Henry or Ron Mitchell or
17 Joe Barclay, in what format would it have been
18 provided to you or was it provided to you?

19 MR. WALLENDER: Object to the
20 form.

21 A I would have generally phoned them and
22 asked them for that information. I might have
23 sent an e-mail to Ron or to Joe or to Rob, or
24 to Mel, perhaps. That information would have
25 been provided to me, either verbally or in

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1 writing, or they could have filled out the
2 spreadsheet. We had a verbal conversation
3 about the specifics of this, of the agent
4 commissions, those few that were paid by me,
5 via me was a broad conversation around agents
6 in general and how were we going to do this.

7 Q It was not a specific procedure for
8 information that was used?

9 A It was ad hoc.

10 Q You got the information ad hoc?

11 A Yes.

12 Q Okay. Are you aware whether supply
13 contract information would have been available
14 for any of the sales to which you claim
15 entitlement to a commission while you were
16 employed?

17 MR. WALLENDER: Objection to the
18 form.

19 A If I had a sale in reporting year 2008
20 and it was a Green-e sale, then by Green-e
21 rules that supply would have to be purchased
22 by March of 2009. So if we follow the Green-e
23 rules, then that supply for the Green-e sale
24 would have to be purchased by that particular
25 point. That was my understanding of the

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1 process. I can't tell you for certain at any
2 point whether or nor the supply was purchased,
3 whether generator attestations were delivered
4 for the supply contracts.

5 Q You mentioned Green-e. What is
6 Green-e.

7 A Green-e is the Center for Resource
8 Solutions, and it's a watch dog entity in the
9 green power market for voluntary purchases.

10 Q Is it a governmental agency or a
11 nonprofit organization?

12 A It's a -- I think it's a nonprofit
13 organization, non-governmental.

14 Q What do you mean by watch dog?

15 A They publish rules for both a generator
16 and a wholesaler, for Renewable Energy
17 Certificates, that if you want to order a
18 Green-e REC, you follow their rules, and there
19 are open transparent rules where anyone can
20 see whether you are a participant in the
21 market or not. And they have a fairly
22 rigorous auditing process to preserve the
23 integrity of the transactions in the voluntary
24 market.

25 Q Do you ever sell any Renewable Energy

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1 Credits to any of the customers that are
2 listed on this exhibit, entities to which you
3 were claiming commission you are entitled to?

4 MR. WALLENDER: Objection to the
5 form.

6 Q Sorry. Did you ever sell REC's that
7 were not Green-e?

8 A The utility programs do not have a
9 Green-e requirement. They have their own
10 requirements. To the best of my knowledge,
11 without looking at every single sales contract
12 in detail, those companies that I'm claiming
13 commissions for sales I'm claiming commissions
14 for, otherwise should be Green-e sales.

15 Q How would a sale be certified as
16 Green-e?

17 A It's paper. It's what we propose and a
18 pricing table, and it's what the customer
19 specifies and it's what's in the contract.

20 Q What's your understanding of Green-e
21 rules regarding when supply for a particular
22 sale has to be purchased?

23 A If you are buying and report in the
24 reporting year 2010, your supply can be
25 purchased from June, July 1st until July 1st,

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1 2009 through March 31st, 2011. You need to
2 bring a REC generated during that time period
3 to fulfill that reporting year contract.
4 Those were the rules as I understood them as
5 of July 15th, 2009 when I left employment with
6 Sterling Planet.

7 Q To borrow on energy credits for a
8 certain reporting year according to the
9 Green-e, it's permissible to purchase REC's
10 that are generated during that year, not
11 necessarily during that year but during a
12 window that could fall during several months
13 of the previous year and several months of the
14 next year; is that correct?

15 A That's correct.

16 Q Do you know how many months to buy
17 REC's they were generated, that were generated
18 in the preceding year?

19 A I'm not sure I understand the question.

20 Q I'm not sure I understand my question,
21 either. If you were to buy REC's for 2010, in
22 that year how many REC's back in 2009 could
23 you have generated during that time?

24 MR. WALLENDER: Objection to the
25 form.

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1 Q My understanding -- again, I will make
2 a disclaimer, this is not my side of the
3 house.

4 A Yes.

5 My understanding in reading and knowing
6 what I know of the Green-e rules, the
7 eligibility for delivery for a reporting year
8 for a 2010 contract would be that Rob Henry
9 could buy a REC that was generated from an
10 eligible facility from July 1st, 2009 until
11 March 31st, 2011. So you could go back six
12 months, you can buy anything that year that
13 you purchased. Then you can go forward the
14 next month. Oftentimes you had big purchases
15 at the end of a reporting year and also have
16 big supply purchases in March and all of your
17 supply for 2009 would need to be purchased by
18 March of 2010.

19 Q You would go back six months and
20 forward three months basically outside of the
21 actual reporting year with the rest being
22 supplied to you?

23 MR. WALLENDER: Objection to the
24 form.

25 A If I, if I wanted a reporting year 2010

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1 REC's, Green-e eligible 2010 REC, I could go
2 back six months and could go forward three
3 from that reporting area. That is my
4 understanding.

5 Q I think I get it now.

6 Going back to the spreadsheet that you
7 provided to Sterling Planet along with your
8 demand letter, which I believe was Exhibit
9 1 -- sorry, I believe it's Exhibit 3 -- the
10 column that's headed up as Contract Date, what
11 do those dates represent?

12 A That is the date that the contract was
13 executed.

14 Q Where did you obtain the information to
15 populate that column?

16 A That information came from Quickbase.

17 Q Who would have entered that in
18 Quickbase?

19 A I would enter contract information,
20 sales information from my customers in
21 Quickbase. Oftentimes, Valerie Christopher,
22 the Contract Administrator, would be the last
23 person to check that record to make sure that
24 the Quickbase record when it was closed
25 matched the final contract. She was the last

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1 person to put her hands on a contract. And
2 the last thing she did was check Quickbase;
3 it's on the checklist.

4 Q The column that's entitled Contract
5 Term, what do those numbers represent?

6 A That represents how many years that,
7 the number of years for the contract.

8 Q Was that information obtained from
9 Quickbase as well?

10 A That information comes from Quickbase
11 put in by the sales rep who manages their
12 customers in Quickbase and confirms when it's
13 closed by the contract's administrator.

14 Q Tell me about the end of your
15 employment with Sterling Planet.

16 MR. WALLENDER: Objection to the
17 form.

18 Q On what date did your employment with
19 Sterling Planet officially terminate?

20 A July 15th, 2009.

21 Q Were you terminated or did you resign?

22 A I was terminated.

23 Q What was the stated reason for your
24 termination?

25 A The stated reason was my refusal to

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1 relocate to the corporate headquarters in
2 Atlanta.

3 Q Were you requested to relocate to the
4 corporate headquarters by Sterling Planet?

5 A It was never in any written document
6 ever formally requested or demanded that I
7 relocate to Sterling Planet. I had numerous
8 conversations about how valuable I would be to
9 the company if I was in the Atlanta office all
10 the time. Mel's position was it was
11 completely unnecessary, because I was so
12 externally focused.

13 Q You are saying it was Mel's position
14 that your presence would not be required in
15 your office?

16 A Verbally he stated that to me multiple
17 times.

18 Q Who at Sterling Planet orally requested
19 you to move to Atlanta?

20 MR. WALLENDER: Object to form.

21 A Sonny Murphy had a conversation with me
22 in December of '08 that he was seriously
23 considering having folks come, external folks,
24 come down and be in Atlanta. They were having
25 a hard time managing external people. His --

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1 and his view was that would be an appropriate
2 and necessary step to take, to consolidate.

3 Q Was there anyone other than Sonny
4 Murphy who you had a discussion with about
5 moving to Atlanta?

6 MR. WALLENDER: Object to the
7 form.

8 A I had multiple conversations about
9 relocation with Mel, none of which required
10 me -- none of which included his demand that I
11 relocate.

12 Q What was the substance of his
13 conversations?

14 A "It would be great to have you here,"
15 "You know, you are always welcome here. Your
16 family comes first. We didn't hire you to be
17 in Atlanta. You are doing a great job out
18 there."

19 Q It is it correct these conversations
20 occurred towards the ends 2008?

21 MR. WALLENDER: Object to the
22 form.

23 A Specify which conversations.

24 Q The conversations with Sonny and Mel
25 about possibly relocating?

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1 A The conversations about, "Boy, wouldn't
2 it be great," happened fairly near to my hire,
3 within the first year, say, because I was
4 adding a lot of value. Those were early on
5 and not frequent, but occasional. The
6 conversation with Sonny -- there was a
7 conversation with Sonny in December '08 and it
8 was not -- it was "We really would like you to
9 think seriously about this. You can have a
10 job or you can have a career."

11 Q What was your response to Mr. Murphy?

12 A My response was that because of my
13 family situation, that it prohibited me from
14 relocating to Atlanta. I was separated, I
15 could not move my only child 1500 miles away
16 from her father.

17 Q Are you and your husband still
18 separated?

19 A Are we still? Yes.

20 Q Was there a formal divorce?

21 A There is not a formal divorce in place.
22 We have been legally separated.

23 Q Have there been any legal proceedings
24 that have been related to the separation?

25 MR. WALLENDER: Objection to

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1 form.

2 A We have a legal separation.

3 Q At any time did you ever have to fill
4 out a financial affidavit or any other type of
5 document describing your income and assets as
6 part of that separation?

7 A I don't recall what we filled out in
8 the separation document. I don't recall what
9 kind of financial information I had to fill
10 out. It was very amicable. I said I owe you
11 nothing, he owes me nothing, that's it. I
12 honestly don't recall. I don't have a lot of
13 assets. It's not a big part of the
14 proceeding.

15 Q In the lawsuit you contend Sterling
16 Planet breached a contract with you, you have
17 been damaged by that breach by Sterling Planet
18 not paying the commission. Is the contract
19 that is referred to, there is an offer letter
20 that is Exhibit 1 in today's deposition?

21 MR. WALLENDER: Object to the
22 form.

23 A I don't know what document you're
24 referring to. Can I see a copy?

25 Q Exhibit 1.

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1 A You referred to another --

2 Q The Complaint. The Complaint in
3 paragraph one.

4 A I need to see it to make sure I'm
5 answering truthfully.

6 MR. COSTYN: Can I hand her copy
7 of this? I believe this is a the copy
8 of the Complaint. Do you have a copy?

9 MR. WALLENDER: You were showing
10 me the Complaint that was an Amended
11 Verified Complaint?

12 Q You allege that Sterling Planet
13 breached the contract with you by its failure
14 to pay you commissions; is that correct?

15 A Yes.

16 Q The contract that you allege had been
17 breached by Sterling Planet; is that the offer
18 letter that you signed that is Exhibit 1 in
19 today's deposition?

20 MR. WALLENDER: Object to the
21 form.

22 A Yes.

23 Q Also in your lawsuit, you claim
24 Sterling Planet failed to provide you with
25 shares of stock, referring to the Plaintiff's

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1 1; is that where you claim your stock claim?

2 A Yes, stocks are paragraph four and
3 commissions are paragraph five.

4 Q Are there any stock options that you
5 contend have been breached by Sterling Planet?

6 A Unless specified in a Complaint
7 somewhere, none that I can think of,
8 commissions and stock.

9 Q Also in your lawsuit you allege that
10 Sterling Planet breached a duty of good faith
11 in fair dealing. On what facts do you base
12 that claim?

13 A I'm not sure that I know the legal
14 definition of that. Can you define those
15 terms for me?

16 Q Well, you allege in the lawsuit --

17 A I'm not a lawyer.

18 Q I understand -- that Sterling Planet
19 breached a duty to act in good faith and deal
20 with you fairly. On what facts do you base
21 that claim? How did it breach the duty of
22 good faith in dealing to you?

23 MR. WALLENDER: Object to the
24 form.

25 A I had a contract. I had an employment

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1 agreement with certain terms and conditions
2 that I had a reasonable expectation that I
3 would be compensated. I was on every element
4 that I had the ability to control, whether it
5 was salary or commission -- or bonuses,
6 rather, I had good faith after multiple
7 conversations with the senior most level of
8 the company, that I had stock, that I was
9 building value, personal wealth in terms of
10 commissions, and corporate wealth, which was
11 the most important thing to me.

12 And when I was terminated and when I
13 asked for the first time in a formal way, it
14 never had an employment review, couldn't ask
15 for things formally, they didn't have the
16 process. When I finally had the process
17 through my termination of asking for it, those
18 terms and conditions were not met.

19 Q Are there any other facts on which you
20 base your claim for the breach of good faith
21 in fair dealing?

22 MR. WALLENDER: Object to the
23 form.

24 A I think, I think I've laid out the most
25 relevant facts in our document and here today.

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1 We had a system and a process, and I filled
2 out -- I, I met those conditions.

3 Q When was the first time that you made a
4 request to Sterling Planet to be paid
5 commissions?

6 MR. WALLENDER: Object to the
7 form.

8 A If you're referring to -- could you
9 clarify?

10 Q Okay. Your first oral or written
11 request to Sterling Planet to be paid
12 commissions that you felt you were owed?

13 MR. WALLENDER: Object to the
14 form.

15 A I had a direct conversation with Sonny.
16 I had a follow-up conversation with Rob Henry,
17 who was acting as the HR rep for Sterling
18 Planet during my separation process.

19 Q Do you recall when your conversation
20 with Sonny Murphy occurred?

21 A Well, I made a demand in writing for
22 commissions and for stock. I'm not sure
23 whether that was prior to my departure or
24 after. I had a verbal conversation with him.
25 In one of the conversations that took place

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1 between May 22nd, which was the original phone
2 call from Mel, to the last conversation I
3 would have had with Rob Henry, was post
4 termination date. So it would have been,
5 there was conversations with Sonny before I
6 was fired, there were conversations with Rob
7 Henry after my last day. I don't recall the
8 date of that conversation. It was -- It was
9 an overwhelmingly administrative discussion
10 regarding sick time, commissions, stock
11 options, what do I do with my computer.

12 Q Are you referring to a letter that you
13 wrote to Sonny, that is exhibit 3, as to your
14 position?

15 A That was a part of it. That was the
16 first time, I believe, I -- it was in response
17 to a voicemail that I had left to, with Rob
18 Henry asking, again, about what he learned
19 about commissions and stock and vacation and
20 sick, if any. And Sonny sent a letter and
21 asked for -- and I mentioned on that voicemail
22 that I had documentation -- and Sonny asked
23 for it, and this was the response to Sonny.

24 Q Did Sonny call you back after you left
25 the message with Rob?

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1 A Sonny sent -- Sonny did call me after I
2 left the voicemail for Rob Henry. I remember
3 it was late on a Friday and I didn't get it.
4 And he mentioned on the voicemail that he was
5 with Martha Ann in Florida, and that he'd get
6 back to me on it, that Rob had been out of the
7 office, he would get back to me on it. And
8 there's a letter after this, that is they will
9 get back to me on it, which was, as you know,
10 "not entitled". His position was the company
11 never paid commissions.

12 Q Did you engage in any other written
13 communication Sterling Planet regarding your
14 commissions?

15 MR. WALLENDER: Object to the
16 form.

17 Q Regarding your claim for commissions?

18 A The written communication is what we've
19 covered here.

20 Q When did you first -- sorry, I'll
21 rephrase that. When did you decide to file a
22 lawsuit against Sterling Planet?

23 A When I asked -- upon, before being
24 terminated, and in the process of being
25 terminated -- about commissions and about

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1 stock, and my answer was that I was not
2 entitled to them, that the company had never
3 paid commissions, and that I had no stock,
4 there was no stock to anybody, that I knew I
5 needed to protect my rights and, and proceed
6 with legal action.

7 Q Please describe the company's response
8 to your requests stating that you were not
9 entitled to commissions and there was no stock
10 to anybody. Are you referring to Sonny
11 Murphy's letter that he wrote in response to
12 Exhibit 3 stating that position or was there
13 some other communication?

14 MR. WALLENDER: Objection to
15 form.

16 A I don't recall whether the decision was
17 -- at what point in the process, the decision
18 was made. It became clear at some point and I
19 don't know at what point that was, after what
20 specific conversation, it became clear that
21 Sterling Planet's position was not mine, and
22 that their -- they were not going to honor the
23 terms of my employment contract.

24 Q Prior to your termination, did Sterling
25 Planet make you an offer to work as an

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1 independent contractor?

2 A Yes.

3 Q Were you not interested in accepting
4 that offer?

5 MR. WALLENDER: Object to form.

6 A I did not want to leave the company. I
7 did not want to lose my benefits. I did not
8 want to lose my commissions, I did not want to
9 lose the opportunity to earn commissions. So
10 the answer is no, I did not want to become an
11 independent consultant at will to the company
12 with no guaranteed 40 hours and restrictive
13 covenants.

14 MR. COSTYN: Can we take a
15 five-minute break real quick?

16 MR. WALLENDER: Sure.

17 (At this time a recess was
18 taken.)

19 MR. WALLENDER: During the
20 break, I tried to find the exhibits
21 you say were produced in discovery. I
22 want to make clear again our request
23 that you identify each of the Bates
24 stamped pages. It's unclear to me and
25 probably not correct that things that

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1 are attached as if they are put
2 together in one exhibit were, in fact,
3 attached, because I don't see them
4 attached on these exhibits. For
5 clarity, I would appreciate that.

6 MR. COSTYN: Sure, and I
7 apologize for not bringing stamped
8 copies.

9 MR. WALLENDER: And we will do
10 the same for you. If we have
11 exhibits, I will try to find the Bates
12 stamped copies to use tomorrow. If
13 not, I will provide them to you.

14 MR. COSTYN: Sure.

15 EXAMINATION BY MR. COSTYN:

16 Q Back on the record, Ms. Bennett, if
17 this lawsuit goes to trial, are there any
18 witnesses you intend to call to support your
19 case?

20 MR. WALLENDER: I will object to
21 the form. The decisions with respect
22 to calling the witnesses are decisions
23 of counsel, not decisions of Ms.
24 Bennett.

25 Q Are there any individuals that you are

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1 aware of that have firsthand knowledge of your
2 claimed entitlement to commissions or stock?

3 MR. WALLENDER: Object to form.

4 A We have provided contact names of key
5 Sterling Planet employees, and for sales
6 contacts, for customer contacts.

7 Q Are there any individuals who are not
8 employees of Sterling Planet other than your
9 attorney that you've discussed your lawsuit or
10 your claims with?

11 MR. WALLENDER: Object to the
12 form.

13 A I have only discussed this with my
14 attorney. I'm under a court order and a
15 confidentiality agreement.

16 Q Do you maintain communications with any
17 former Sterling Planet employees?

18 A Yes.

19 MR. WALLENDER: Object to form.

20 Q Which individuals that have been
21 employed by Sterling Planet do you maintain
22 contact with?

23 MR. WALLENDER: Object to the
24 form.

25 A A number of them. Dell Jones, Greg

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1 Chambers I have seen at conferences, Marcus
2 Krembs, Ron Mitchell, Joe Barclay. That may
3 be all of the former employees.

4 Q Have you maintained relationships or
5 continuing relationships with current Sterling
6 Planet employees?

7 MR. WALLENDER: Object to form.

8 A No.

9 Q Have you filed for bankruptcy within
10 the last five years?

11 A I don't know whether it was in the last
12 five years. I have. I have. I don't know
13 whether it was in the last five years.

14 Q Do you know the approximate date or
15 just at some point?

16 A Yes.

17 Q Do you recall what court that was in?

18 A Albany County.

19 Q Was that bankruptcy filed under the
20 name you provided at the beginning of this
21 deposition?

22 A Yes.

23 MR. COSTYN: That's all the
24 questions I have for you.

25 EXAMINATION BY

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1 MR. WALLENDER:

2 Q I have just a couple. I want to direct
3 your attention to what was marked as Exhibit 2
4 in these proceedings. Can you find that
5 document, please?

6 A Yes.

7 Q Do you have that document in front of
8 you?

9 A Yes.

10 MR. WALLENDER: Mr. Costyn, do
11 you have that copy?

12 MR. COSTYN: I have it, yes.

13 Q Do you recall being asked a question
14 along the lines of whether Exhibit 2 referred
15 to End-User Referral Forms?

16 A I do, yes.

17 Q Have you had a further opportunity to
18 look at Exhibit 2?

19 A I have.

20 Q And does it, in fact, refer to End-User
21 Referral Forms?

22 A Yes.

23 Q And can you explain how that is?

24 A Under the detailed instructions for
25 each lead entry section, under the fourth bold

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1 example, it talks about contact. It says,
2 "Enter full contact information for each
3 lead." This is the same information that was
4 required for the End-User Referral Forms.

5 Q Why does this document refer to
6 End-User Referral Forms in the past tense?

7 A Because Mel made the decision that we
8 were replacing End-User Referral Forms with
9 the Quickbase system.

10 Q Do you recall being asked questions
11 about your becoming responsible for the
12 relationship with Intel Corporation?

13 A Yes.

14 Q And to your knowledge was your
15 responsibility for that relationship
16 communicated to Intel Corporation?

17 A Yes.

18 Q How was that done?

19 A I had a conversation in Mel's office
20 with Mel and Ron Mitchell and Joe Barclay, all
21 on the phone with Marty Sedler, and it was
22 communicated in the summer of '08 that, to
23 Marty by Mel, that I was his account rep. And
24 then, again, it was communicated directly to
25 Marty with Paul Auger and me and Joe Barclay

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1 and Ron Mitchell and Mel Jones and others at a
2 dinner at Elway's in Denver in October 2008.

3 Q Who is Marty?

4 A Marty Sedler is the VP for Energy. He
5 is our point of contact, the decision-maker
6 for the direct purchase at Intel.

7 Q Who is Paul Auger?

8 A Paul Auger is the global head of energy
9 for PepsiCo.

10 Q Was it ever indicated to Paul Auger you
11 were the sales representative for the Pepsi
12 relationship?

13 A It was communicated to Paul at that
14 same dinner at Elway's in Denver that I was
15 his account rep from that point on.

16 Q And who communicated that information
17 at that dinner at John Elway's Restaurant?

18 A Mel communicated that to him.

19 Q What did Mel Jones say?

20 A Mel said that I -- that they didn't
21 have to deal with him any more, they got to
22 deal with Kelly. We made jokes about how
23 happy they were to be able to deal with me and
24 not Mel.

25 MR. WALLENDER: That's all I

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1 have at this juncture.

2 MR. COSTYN: I've got no further
3 questions.
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C-E-R-T-I-F-I-C-A-T-I-O-N

I, JOAN A. DE CARO, Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby CERTIFY that I recorded
stenographically the foregoing testimony taken
at the time and place herein stated and the
preceding testimony is a true and accurate
transcript hereof to the best of my knowledge
and belief.

JOAN A. DE CARO

Dated: _____

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1 STATE OF NEW YORK

2 SS:

3 COUNTY OF

4
5
6 I, KELLY BENNETT, having been duly
7 sworn, do hereby certify that the foregoing
8 typewritten transcript of the testimony, with
9 corrections, if any, constitutes a true, full
10 and accurate transcript of the testimony given
11 by me in the above-entitled action.
12
13
14

15 _____
16 KELLY BENNETT

17 Sworn to before me this _____
18 day of _____, 2010
19
20 _____

21 NOTARY PUBLIC

22 My Commission Expires:
23 _____
24
25

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STERLING PLANET, INC.
www.sterlingplanet.com

3295 River Exchange Drive
Suite 300
Norcross, GA 30092-4238
Phone: (404) 513-0259
Fax: (678) 325-3174

December 30, 2005

Ms. Kelly Bennett
Sent by Email

Dear Kelly,

This letter is to confirm our offer of employment to you with Sterling Planet, Inc. as Director, Business Development North Central Region reporting to me. For projects and programs managed by other executive within Sterling Planet, you agree to follow their direction to meet the company's goals.

The terms and conditions of your employment are outlined below:

1. Start Date

Your employment start date will be February 13, 2006 or earlier or later if mutually agreed. This employment offer is contingent upon Sterling Planet closing \$5,000,000 in its next round of funding scheduled for January 27, 2006.

2. Salary

Your starting salary will be \$4,166.67 per pay period (\$100,000 per year if expressed in annual terms) paid on the 15th and at the end of the month.

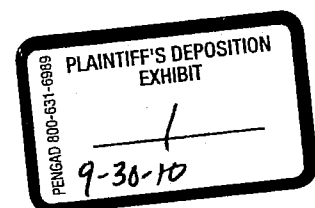
3. Hiring Bonus Payment

As an incentive to induce your acceptance of this employment offer, Sterling Planet will provide you a payment of \$5,000.00 on your first paycheck once you begin work and an additional payment of \$5,000.00 on your three month anniversary with Sterling Planet. As with all compensation, federal and other taxes will be withheld.

4. Stock Options

Kelly, part of this offer you will receive 25,000 shares from the management stock options pool based on the following vesting schedule:

- 8,333 shares at the end of 12 months from Start Date.
- 8,333 shares at the end of 24 months from Start Date.
- 8,334 shares at the end of 36 months from Start Date.



Ms. Kelly Bennett
December 30, 2005
Page 2 of 3

In the event, the company is sold or merged, all shares will immediately vest. If you decide to leave the company or are terminated before all the options are vested above, then any unvested options under this agreement shall remain with Sterling Planet.

5. Commission Plan

The following is the commission plan we have put in place for you during the employment as Director, Business Development North Central Region. All payouts of commission earned by you will be at the commission percentages as defined below. Each new prospect must have an End-User Referral Form completed.

<u>Product Type</u>	<u>Commission % of Profit</u>
Renewable Energy Certificates	10%

Sterling Planet is in the business of purchasing Renewable Energy Certificates (RECs) or renewable energy bundled with electricity provided by a utility or an energy service company and reselling them to retail and wholesale customers, including sales brokered through others that provide exchange and brokering services for Green Certificates associated with electricity generation ("Brokers").

If you are involved in closing the sale of renewable energy certificates ("REC Product") as documented with a mutually agreed to and executed End-User Referral Form, then you will receive ten percent (10%) of the Gross Profit for that contract. The definition of Gross Profit for these contracts will be Sterling Planet revenue received from customer minus any broker fees paid to Broker to supply the renewable energy minus supply costs. No other costs will be associated with Gross Profit.

Any earned and recorded commissions, as evidenced by a signed contract with a client which has an executed End-User Referral Form with you, will be paid to you by Sterling Planet at the appropriate commission levels for the full term of each contract sold (including multiple contracts sold to the same customer while you are employed or under contract to Sterling Planet). There are no caps on the commissions you earn by client on in total.

Should you leave the company, for any reason, then contracts signed by the client documented by an End-User Referral Form(s) by you before your departure, will still be earned and paid for the total length of the contract(s). Contracts signed by these same clients with Sterling Planet after your departure, will not earn you or pay you a commission.

6. Proprietary Information, Invention, and Confidentiality Agreements

As a condition of employment you will be required to sign proprietary information, invention, and confidentiality agreements outlining your responsibilities in regards to your exposure to and development of sensitive and important information, resources, and products of Sterling Planet. This agreement does not restrict you as to whom or where you may work in the future, but it does restrict you in your ability to share knowledge of information or resources of the company with others.

Ms. Kelly Bennett
December 30, 2005
Page 3 of 3

7. Benefits and Time Off

Benefits. As we get more established, we will enhance our benefits package.

Medical Insurance: Sterling Planet pays 100% of the medical insurance payments for employees and 50% of their spouse and dependents medical insurance premiums.

Dental Insurance: Sterling Planet pays 100% of the dental insurance payments for employees and 50% of their spouse and dependents dental insurance premiums.

Time Off. We observe 10 paid holidays
We offer 10 days of Paid Time Off (Vacation)

We currently do not offer life insurance, long/short term disability but plan to in the not too distant future. Our current thinking is that these benefits should be 100% funded by Sterling Planet.

8. Termination of Employment Offer

This offer of employment is valid thirty (30) calendar days from the date written unless both parties agree to extend it.

We would be pleased to have you as a member of our management team and look forward to working with you. Should you have any questions, please call me at (404) 513-0259.

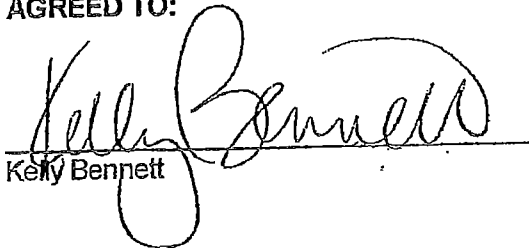
We wish you every success in your challenging new career. I look forward to working with you in achieving the continued success of our business.

Sincerely,



Mel Jones
President and Chief Executive Officer

AGREED TO:


Kelly Bennett

02 Jan 06
Date

Ron Mitchell

From: Kelly Bennett
Sent: Wednesday, August 30, 2006 6:14 PM
To: Greg Chambers; Elizabeth Kasprowicz; Vincent Fugere; Alan Zox; Marcus Krembs; Dell Jones
Cc: Mel Jones; Sonny Murphy; Ron Mitchell; Joe Barclay
Subject: Lead management system
Importance: High
Attachments: lead.contact.template.for.Quickbase.xls

To all,

As you are all aware, a lead management tool has been in development for some time and we are now ready to import your lead contact information into the selected system, called Quickbase. I have attached a template for your use. Every effort has been made to design the template to allow you to cut and paste as much information as possible.

Your completed templates are due by EOD September 6th.

General Information

You are completing the "Contacts" worksheet only; the "qb export" worksheet is protected and will be used to import the "Contacts" data into Quickbase.

All your leads are expected to be imported into Quickbase (not simply the "top ten" list we submitted to Sonny for the revenue forecast). This includes all leads provided by Mel as well as any other leads subsequently acquired on your own.

Detailed Instructions for Each Lead Entry

Sales Rep Email - enter your Sterling Planet email address.

Lead Name - enter name of the company/organization (e.g., Wal-Mart, City of Chicago, Apollo Alliance).

Customer Contact, Contact Title - enter lead's point of contact and title.

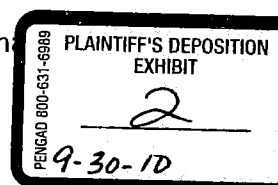
Contact Address1, Contact Address2, Contact City, Contact State, Contact City, Contact State, Contact Phone Number, Contact Fax Number, Contact Email - enter full contact information for each lead. This is the same information that was required for the end-user referral forms.

Sales Stage - enter the sales stage of the lead. When you click in the cell, you'll see a double arrow to the right. Click on the arrows to see the entire list, or start by typing a number, then select the item.

Region - enter the geographic region for the lead (not your regional location). When you click in the cell, you'll see a double arrow to the right. Click on the arrows to see the entire list then select the region.

Last Contact Date - enter the date of the last contact with the lead (00/00/0000 form)

7/19/2010



Next Steps

Once all the data is imported, you will be sent Quickbase user account information.

A training session for Quickbase is scheduled for **September 11 at 4:00 pm EST**. You should allow an hour for the training.

Once trained on Quickbase, you will need to complete one last step (enter the projected revenue information for each lead).

Please do not hesitate to call me with any questions. I have been the guinea pig in the process so far, importing my sales leads into Quickbase and working with Steve on any glitches we've found along the way. It's still a work in progress and I expect some refinements along the way. Your input is going to be important as we move into the day-to-day use of the system.

Thanks,

Kelly

Kelly Bennett

Director, Northeast Region
Sterling Planet, Inc.
20 Spring Avenue
Latham, NY 12110
Phone: 518 269 1636
Fax: 678 325 3174
kbennett@sterlingplanet.com
www.sterlingplanet.com

7/19/2010

KELLY J. BENNETT

██████████ ■ Latham, NY 12110
(518) 782-1931 ■ (518) 269-1636 cell
Kellyb0426@gmail.com

Therrell "Sonny" Murphy
Chairman
Sterling Planet, Inc.
3295 River Exchange Drive
Suite 300
Norcross, GA 30092

Dear Sonny:

I am in receipt of your letter dated August 1, 2009. At this point it would serve no useful purpose to belabor my disagreement with your contentions. Suffice it to say they are self-serving and inaccurate.

I do take this opportunity to reiterate my entitlement to my stock and my commissions under my commission plan. Demand is made for payment of all earned commission in the amount of \$505,904.48 plus interest. Enclosed herewith are spreadsheets with respect to the closed sales for which I am entitled to commissions, together with my calculation of my commission of 10% of the gross profits. This information is provided under a reservation of rights including, but not limited to, entitlement with respect to the new PepsiCo contract.

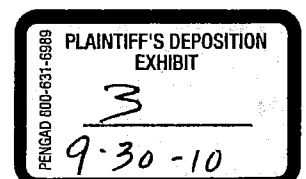
As you should know, we initially memorialized commission entitlements under End User Referral Forms and then switched to utilizing the Quickbase computerized database to track entitlement of employees and agents to their commissions. I am the Sales Representative recognized in Quickbase for all of the closed sales set forth on the enclosed spreadsheet. I also enclose an example of the initially used End User Referral Form signed by Mel Jones and me in April of 2006. It is a proverbial "smoking gun," which belies the Company's "position on commission payments."

Please provide me with confirmation of my stock holdings and a statement of my commission earnings, all of which are due and owing, and any written terms of employment which you allege are applicable other than my accepted offer of employment dated December 31, 2005. All rights are reserved.

Very truly yours,



Kelly Bennett



County Name	Organization Name	State	Total Contract Value	Total Contract Value	Contract Date	Contract Term	Project	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	30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EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: American Wind Energy Association

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

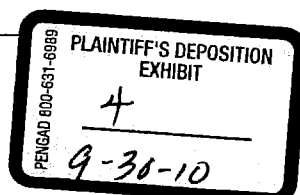
Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date



0000459

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Apollo Alliance (National)

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

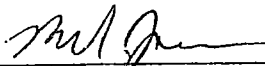
6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:**STERLING PLANET:**



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000460

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: Arrow Electronics, Inc.

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000461

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** Avava Inc.2. **End-User Contact Name:**3. **End-User Title:**4. **End-User Phone Number:**5. **End-User E-Mail Address:**6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:****AGREED TO:****STERLING PLANET:**

Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006

Date

KELLY BENNETT:

Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
Title

April 8, 2006

Date

0000462

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** Avon Products, Inc.

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

 President and Chief Executive Officer

Title

 April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development

Title

 April 8, 2006

Date

0000463

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** **BASF**

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

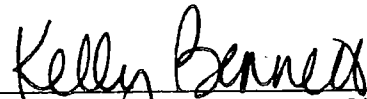
Mel Jones

Print or Typed Name

 President and Chief Executive Officer
 Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development
 Title

April 8, 2006

Date

0000464

EXHIBIT A
END-USER REFERRAL FORM

1. End-User Company Name and Address: Bristol Myers Squibb

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope: _____

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
Title

April 8, 2006

Date

0000465

EXHIBIT A**END-USER REFERRAL FORM**1. End-User Company Name and Address: Canon

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
 Title
April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
 Title
April 8, 2006

Date

0000466

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Bayonne, NJ

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>

(Check box that applies)

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000467

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Bloomfield, NJ

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

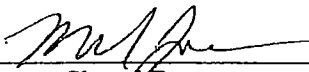
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>

(Check box that applies)

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**



Signed By

Mel Jones

Print or Typed Name

 President and Chief Executive Officer
 Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development
 Title

April 8, 2006

Date

0000468

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Elizabeth, NJ

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000469

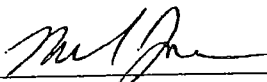
EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Hamilton, NJ

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000470

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Hope, NJ2. **End-User Contact Name:**3. **End-User Title:**4. **End-User Phone Number:**5. **End-User E-Mail Address:**6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:****AGREED TO:****STERLING PLANET:**

Signed By

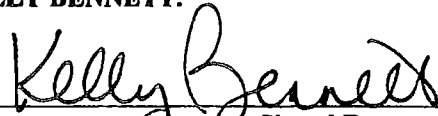
Mel Jones

Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006

Date

KELLY BENNETT:

Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
Title

April 8, 2006

Date

0000471

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Hopewell, NJ

2. **End-User Contact Name:**

3. **End-User Title:**

4. **End-User Phone Number:**

5. **End-User E-Mail Address:**

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones


Print or Typed Name

 President and Chief Executive Officer
 Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development
 Title

April 8, 2006

Date

0000472

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: City of Kearny, NJ

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

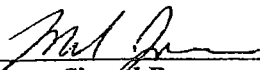
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000473

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Newark, NJ

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

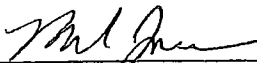
<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>

(Check box that applies)

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

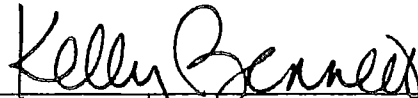
 President and Chief Executive Officer

Title

 April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development

Title

 April 8, 2006

Date

0000474

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Plainfield, NJ

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>

(Check box that applies)

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

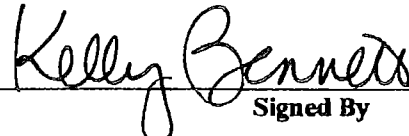
 President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development

Title

April 9, 2006

Date

0000475

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Robbinsville, NJ

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>

(Check box that applies)

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones
Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006
Date

KELLY BENNETT:


Signed By

Kelly Bennett
Print or Typed Name

Director, Business Development
Title

April 8, 2006
Date

0000476

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Westfield, NJ

_____2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

_____**AGREED TO:****STERLING PLANET:**


 Signed By

Mel Jones

 Print or Typed Name

President and Chief Executive Officer

 Title

April 9, 2006

 Date
KELLY BENNETT:


 Signed By

Kelly Bennett

 Print or Typed Name

Director, Business Development

 Title

April 8, 2006

 Date

0000477


EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Albany, NY

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000478

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** City of Buffalo, NY

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**

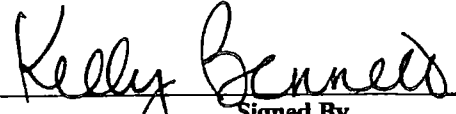

Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
 Title
April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
 Title

Title

April 8, 2006

Date

0000479

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: City of Hempstead, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



 Signed By

Mel Jones

Print or Typed Name

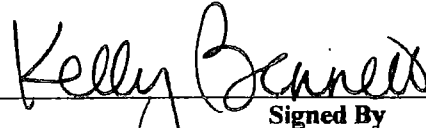
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



 Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000480

EXHIBIT A
END-USER REFERRAL FORM

1. End-User Company Name and Address: City of Ithica, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000481

EXHIBIT A
END-USER REFERRAL FORM

1. End-User Company Name and Address: City of Mount Vernon, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

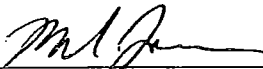
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

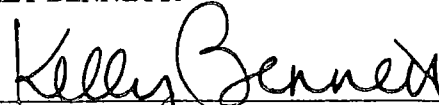
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000482

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Niagara Falls, NY

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>

(Check box that applies).

7. **Additional Terms Unique to This Client:** _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
Title

April 8, 2006

Date

0000483

EXHIBIT A
END-USER REFERRAL FORM

1. End-User Company Name and Address: City of Rochester, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

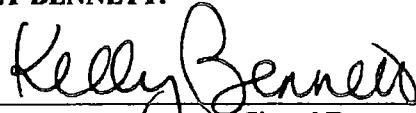
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000484

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: City of Rockville Centre, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



 Signed By

Mel Jones


 Print or Typed Name

 President and Chief Executive Officer
 Title

April 9, 2006

 Date

KELLY BENNETT:



 Signed By

Kelly Bennett

 Print or Typed Name

 Director, Business Development
 Title

April 8, 2006

 Date

0000485

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of Schenectady, NY

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:

KELLY BENNETT:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000486

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** City of White Plains, NY

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

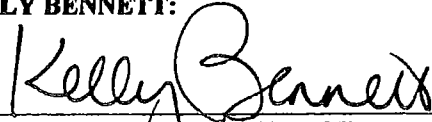
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000487

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: City of Syracuse, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>

(Check box that applies)

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

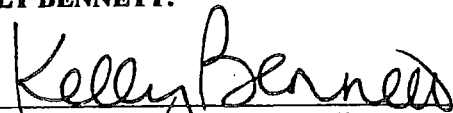
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000488

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Croton-on-Hudson, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:


Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



 Signed By

Mel Jones

Print or Typed Name


 President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



 Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development

Title

April 8, 2006

Date

0000489

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: Eastman Kodak

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000490

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** **Environmental Business Association of New York State Members**

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000491

.)

Age Group	Percentage
18-24	~10%
25-34	~35%
35-44	~25%
45-54	~20%
55-64	~15%
65-74	~10%
75-84	~5%
85+	~2%

- _____
- _____
- _____



Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

7. Additional Terms Unique to This Client:

STERLING PLANET:

Signed By

Print or Typed Name

Title

Date

Kelly Bennett

Signed By

Print or Typed Name

Title

Date _____

~~0000492~~

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: Husky Injection Molding Systems / Buffalo Center

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000493

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: LeMoyne College

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:

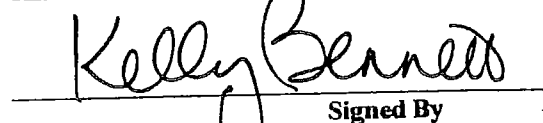

 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:


 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000494

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: **Linens N' Things**

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

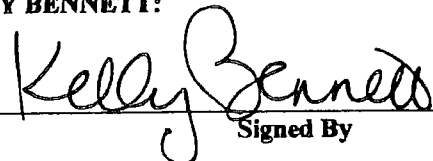
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000495

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Moody's Corporation

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:

Mel Jones
Signed By

Mel Jones
Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006
Date

KELLY BENNETT:

Kelly Bennett
Signed By

Kelly Bennett
Print or Typed Name

Director, Business Development
Title

April 8, 2006
Date

0000496

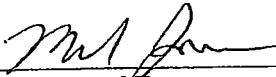
EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** **Nature Tyme**

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

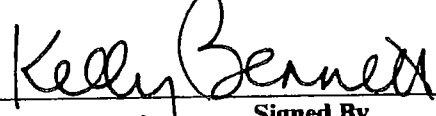
Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000497

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: New Jersey Consolidated Energy Savings Program

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



 Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



 Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000498

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: New Jersey Meadowlands Commission

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:

Mel Jones
Signed By

Mel Jones
Print or Typed Name

President and Chief Executive Officer
Title

April 9, 2006
Date

KELLY BENNETT:

Kelly Bennett
Signed By

Kelly Bennett
Print or Typed Name

Director, Business Development
Title

April 8, 2006
Date

0000499

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** New York State Municipal Wind Buyers Group

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000500

END-USER REFERRAL FORM

[Illegible text]

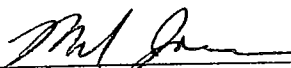
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

0000501

EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** Price Chopper2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:****AGREED TO:****STERLING PLANET:**

Signed By

Mel Jones

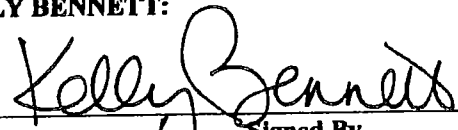
Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:

Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000502

EXHIBIT A**END-USER REFERRAL FORM**1. End-User Company Name and Address: **Prudential**

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

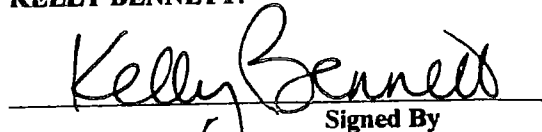
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000503

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Prudential Financial, Inc.

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

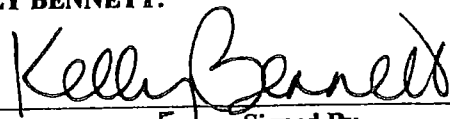
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000504

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** Reconstructionist Synagogue of the North Shore

2. **End-User Contact Name:**

3. **End-User Title:**

4. **End-User Phone Number:**

5. **End-User E-Mail Address:**

6. **Scope:**

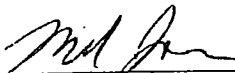
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000505

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** Rochester City School District

2. **End-User Contact Name:** _____

3. **End-User Title:** _____

4. **End-User Phone Number:** _____

5. **End-User E-Mail Address:** _____

6. **Scope:**

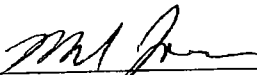
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

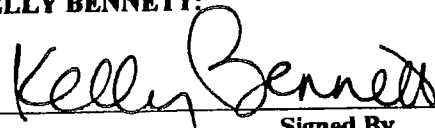
 President and Chief Executive Officer

Title

 April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

 Director, Business Development

Title

 April 8, 2006

Date

0000506

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Scholastic Corporation

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

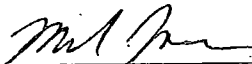
Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

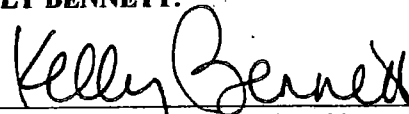
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000507

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Sirius Satellite Radio Inc.

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000508

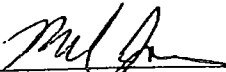
EXHIBIT A**END-USER REFERRAL FORM**1. **End-User Company Name and Address:** State of New Jersey

2. **End-User Contact Name:** _____3. **End-User Title:** _____4. **End-User Phone Number:** _____5. **End-User E-Mail Address:** _____6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:**STERLING PLANET:**


Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:


Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000509

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Syracuse University

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000510

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: Town of Caroline, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000511

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Town of Shelter Island, NY

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000512

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: Tyson Foods

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client: _____

AGREED TO:

STERLING PLANET:

Mel Jones

Signed By

Mel Jones

Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett

Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000513

EXHIBIT A**END-USER REFERRAL FORM**

1. End-User Company Name and Address: University of Rochester

2. End-User Contact Name: _____

3. End-User Title: _____

4. End-User Phone Number: _____

5. End-User E-Mail Address: _____

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:

Mel Jones
 Signed By

Mel Jones
 Print or Typed Name

President and Chief Executive Officer
 Title

April 9, 2006
 Date

KELLY BENNETT:

Kelly Bennett
 Signed By

Kelly Bennett
 Print or Typed Name

Director, Business Development
 Title

April 8, 2006
 Date

0000514

EXHIBIT A**END-USER REFERRAL FORM**

1. **End-User Company Name and Address:** Village of Tivoli, NY

2. **End-User Contact Name:**

3. **End-User Title:**

4. **End-User Phone Number:**

5. **End-User E-Mail Address:**

6. **Scope:**

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u> X </u>
White Tags Product	10% of Profit	<u> X </u>
White Tags Generation Product	10% of Retainer per Month	<u> X </u>
Fixed-Price Development Fee	10% of Development Fee	<u> X </u>
Software Development Fee	10% of Profit	<u> X </u>
(Check box that applies)		

7. **Additional Terms Unique to This Client:**

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

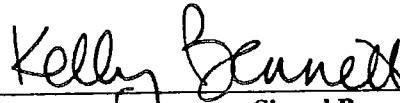
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000515

EXHIBIT A

END-USER REFERRAL FORM

1. End-User Company Name and Address: Xerox Corporation

2. End-User Contact Name:

3. End-User Title:

4. End-User Phone Number:

5. End-User E-Mail Address:

6. Scope:

Employee has assisted Sterling Planet in the marketing and sale of renewable energy products and services to the above Prospect. The following renewable energy product and/or service commission is agreed by both parties as designated by the joint signatures of parties below. The commissions will be paid as payments are received by the Prospect. This End-User Referral Form replaces any earlier version for this Employee and this Prospect.

<u>Product Type</u>	<u>Commission %</u>	
REC Product	10% of Profit	<u>X</u>
White Tags Product	10% of Profit	<u>X</u>
White Tags Generation Product	10% of Retainer per Month	<u>X</u>
Fixed-Price Development Fee	10% of Development Fee	<u>X</u>
Software Development Fee	10% of Profit	<u>X</u>
(Check box that applies)		

7. Additional Terms Unique to This Client:

AGREED TO:

STERLING PLANET:



Signed By

Mel Jones

Print or Typed Name

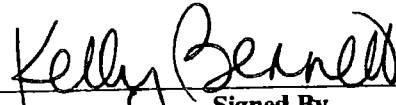
President and Chief Executive Officer

Title

April 9, 2006

Date

KELLY BENNETT:



Signed By

Kelly Bennett

Print or Typed Name

Director, Business Development

Title

April 8, 2006

Date

0000516

Re: end-user referral forms

Mel Jones

From: Greg Chambers
Sent: Sunday, June 18, 2006 10:35 PM
To: Vincent Fugere; Sonny Murphy; Lindsay Roach; Marcus Krembs; Alan Zox; Elizabeth Kasproicz; Kelly Bennett
Cc: Mel Jones; Ron Mitchell; Joe Barclay
Subject: Re: end-user referral forms

Yes, I already have it on the agenda.

Best regards,

Greg Chambers
 Director, Business Development
 Sterling Planet, Inc.
 Office: 916 772 8227
 Mobile: 916 847 9146
gchambers@sterlingplanet.com
<http://www.sterlingplanet.com>

Sterling Planet - The Nation's Leading Renewable Energy Provider

From: Vincent Fugere <vfugere@SterlingPlanet.com>
Date: Sun, 18 Jun 2006 22:28:05 -0400
To: Sonny Murphy <smurphy@SterlingPlanet.com>, Lindsay Roach <lroach@SterlingPlanet.com>, Greg Chambers <gchambers@SterlingPlanet.com>, Marcus Krembs <mkrembs@SterlingPlanet.com>, Alan Zox <Alan@SterlingPlanet.com>, Elizabeth Kasproicz <ekasproicz@SterlingPlanet.com>, Kelly Bennett <kbennett@SterlingPlanet.com>
Cc: Mel Jones <mjones@SterlingPlanet.com>, Ron Mitchell <rmitchell@SterlingPlanet.com>, Joe Barclay <jbarclay@SterlingPlanet.com>
Conversation: end-user referral forms
Subject: RE: end-user referral forms

I apologize for any inconvenience due to my incomplete End User Referral form. Not responding to the memo was an oversight on my part. However, I have some questions as to how these forms function. Can we put this topic on the agenda for our BD call Monday?

Vinnie

Vincent R. Fugere
 Account Manager
 Sterling Planet, Inc.
 3295 River Exchange Drive
 Suite 300
 Norcross, GA 30092
 Office: 401 427 0281
 Mobile: 917 562 1421
 Fax: 401 633 6064
vfugere@sterlingplanet.com
<http://www.sterlingplanet.com>



-----Original Message-----

From: Sonny Murphy
Sent: Sat 6/17/2006 3:08 PM
To: Lindsay Roach; Greg Chambers; Marcus Krembs; Alan Zox; Elizabeth Kasproicz; Vincent Fugere;

Re: end-user referral forms

Kelly Bennett
Cc: Mel Jones; Ron Mitchell; Joe Barclay
Subject: RE: end-user referral forms

All,

I am working in the office today because it is important for all of us, including me, to execute our job responsibilities to the very best of our abilities at this point in the company's development. I am trying to balance Fathers Day tomorrow, leaving on a week long business trip on Monday, my 13 year old daughter leaving Monday for a California swim meet, my 12 year old daughter leaving Monday for a week in Florida and my oldest daughter's wedding on July 1st. In order to do my work today I need information that is contained in the completed forms referred to in the attached memo. I just reached Lindsey by phone and he tells me no completed forms have been returned.

One of the tenants that Greg and Kelly suggested in our sales infrastructure planning session was "unless someone is out of the country, every phone call or email will be returned within 24 hours". How do you reconcile this philosophy with the response to the attached request?

When Mel and I return from our trip on Friday we will review and validate the completed forms that have been returned. All incomplete or unreturned forms will be canceled. We will also review your top "ten list" that should be updated to present a quality professional picture of your clients and the status of your sales efforts with them.

Therrell "Sonny" Murphy, Jr.
Chairman
Sterling Planet, Inc.
3295 River Exchange Drive
Suite 300
Norcross, GA 30092
Phone: 678 325 3173
Mobile: 770 330 3712
Fax: 678 325 3174
smurphy@sterlingplanet.com
www.sterlingplanet.com

From: Lindsay Roach
Sent: Thu 5/25/2006 9:12 AM
To: Greg Chambers; Marcus Krembs; Alan Zox; Elizabeth Kasprovicz; John MacKellar; Vincent Fugere; Kelly Bennett
Cc: Sonny Murphy; Mel Jones; Ron Mitchell; Joe Barclay
Subject: end-user referral forms

Please open, read and respond to the attached memo.

Regards,

Lindsay Roach
Comptroller
Sterling Planet, Inc.
3295 River Exchange Drive
Suite 300
Norcross, GA 30092
Office: 404 259 2248
Fax: 678 325 3174
lroach@sterlingplanet.com
www.sterlingplanet.com



3295 River Exchange Drive
Suite 300
Norcross, GA 30092
1 877 457 2306
www.SterlingPlanet.com

The Nation's Leader in Retail Renewable kWh Sales

Memorandum

Date: May 24, 2006

From: Lindsay Roach – Accounting Department

Subject: Internal Controls – End-User Referral Forms

To: See attached

The proper control of and maintenance of contractual commitments is vital to effective internal controls. As part of this process, accounting maintains contracts with proper supporting documentation. Sterling Planet requires that each new prospect must have an End-User Referral Form properly completed by the salesperson. Properly completed means that the entire form must be completed, not merely signed. Please review and complete your end user forms including company name and address, contact name, title, phone number, e-mail address and indicate date of last contact. If no contact has been made, please so state and indicate when you anticipate making contact. Please return the forms to accounting no later than May 31, 2006. Thank you.

Lindsay Roach
Comptroller
Sterling Planet
office: 404-259-2248
fax: (678) 325-3174
e-mail: lroach@sterlingplanet.com

Kelly Keswick

From: Valerie Christopher
Sent: Friday, January 18, 2008 5:22 PM
To: Kelly Bennett
Subject: RE: Commissions

Bill Bastuk

Larsen Engineers (\$176.25) - and we should be invoicing that amount now for 2008 (due 2/1/08)

We invoiced them \$176.25 on 4/3/07 - yes, they paid. The schedule is set up so that they will be billed again 4/1/2008 and 4/1/2009 for that same amount.

Navalis Company (\$256.50)

We invoiced them \$256.50 on 7/26/07 - yes, they paid.

Gary Skulnik (I know you've checked most of these before)

Arth Litho (\$1,400 total; should have been invoiced \$350 quarterly 12/1/06; 3/1/07; 6/1/07; 9/1/07)

Invoiced:

\$700 on 3/20/07 - Paid

\$350 on 6/21/07 - Paid

\$350 on 12/31/07 - NOT PAID

Marriott Residence Inn. (\$5,200)

Invoiced:

\$4,875 on 5/11/07 - Paid

We will invoice them another \$4,875 in May 2008

Northern Plains Resource Council (\$172.80)

Invoiced:

\$172.80 on 3/27/07 - Paid

\$182.40 on 6/20/07 - Paid

Envision Design - this may not be closed/no contract yet?

I have not seen this contract come through yet.

The Granger Group/Metro Health Village - this may not be closed/no contract yet?

We invoiced them \$333 on 3/20/07 - yes, they paid.

Regards,

Valerie Christopher

Director, Client Services

Sterling Planet, Inc.

3295 River Exchange Drive

Suite 300

Norcross, GA 30092

Office: 678 218 4010

Fax: 678 325 3174

vchristopher@sterlingplanet.com

www.sterlingplanet.com

2007 Department of Energy (DOE) Renewable Energy Marketer of the Year

From: Kelly Bennett

Sent: Fri 1/18/2008 1:14 PM



6/30/2010

Agent Commission

6/30/2010 / 4:31 PM

William Bastuk Commission									
Bastuk Engineers									
					</				

First Name	Last Name	Address1	City	State	Zip	Phone	Fax	Email	Contract Date	Notes
William	Bastuk		Rochester	NY	14622	(585) 503-6826	(585) 342-1249	wbastuk@rochester.rr.com	01/16/07	Termination letter sent?
John	Cusack		Eastchester	NY	10709	(914) 527-3085	(914) 793-4299	johnicusack@att.net	07/27/04	Gifford Park Associates
Chris	Farrington		Philmont	NY	12565	(518) 672-7111		chris.farrington@yahoo.com	12/01/06	BCF Partners
Roby	Griggs		Alpharetta	GA	30004	(404) 840-3716	(770) 408-9100	theodrigs@bellsouth.net	06/22/05	
William	Hosken		Atlanta	GA	30350	(678) 621-4650		wrosken@solarenergymarketing.com		Solar Energy Marketing Inc.
John	Kamen		Rhinebeck	NY	12572	(845) 266-3596	(800) 495-8048	Ron.Kamen@starphire.net	08/15/06	Starphire
John	MacCellar		Southbury	CT	06488	(203) 267-7744		johnmackellar@hotmail.com	03/23/06	Recommend continuation of agent relationship
John	Maltals		Lakeville	MA	02347	(866) 345-6611	(508) 861-0367	gmaltals@energizenow.us	12/01/06	
John	Miele		New Milford	NJ	07646	(646) 824-1611		helenamiele@earthlink.net	12/01/06	Recommend continuation of agent relationship Clean Currents; needs to be converted to wholesale aggregator
John	Skulnik		Rockville	MD	20850	(301) 754-0430	(240) 514-0190	gskulnik@yahoo.com	09/14/06	contract a termination of agent agreement dated 1/6/06 found in file; copy not signed
John	Smith		Syracuse	NY	13210			gelvin@optonline.net		
John	Stevenson		Bronx	NY	10462	(718) 863-4156		moneydoc@prodigy.net		
John	Tretiak		Las Vegas	NV	89128	(702) 240-4543			01/20/06	International Energy Conservation